SAP Software Use Rights
Pravice uporabe SAP-jeve programske opreme

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PREAMBLE
UVODNE DOLOČBE

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

Pogoji, določeni v tem dokumentu o pravicah uporabe SAP-jeve programske opreme (**"Pogoji uporabe"**), veljajo za vse uporabnike tipa Named User in Pakete, licencirane v skladu s Pogodbo (vključno z naročili neposredno prek SAP-ja ali prek pooblaščenega posrednika, distributerja, proizvajalca originalne opreme (original equipment manufacturer – **"OEM"**) ali drugega pooblaščenega SAP-jevega partnerja), ki se sklicuje na te Pogoje uporabe "Pravice uporabe produktov" ali podobna pravila o poimenovanju. Vsak izraz, pisan z veliko začetnico, ki je naveden v teh Pogojih uporabe, ima pomen, ki mu je dodeljen v Splošnih pogojih. Pogoji ali omejitve, ki veljajo za komponento, veljajo tudi, če je komponenta vključena ali vgrajena v drug Paket.

LICENSING PRINCIPLES AND RULES OF USE
NAČELA LICENCIRANJA IN PRAVILA UPORABE

1. DEFINITIONS
OPREDELITVE POJMOV

1.1. each Software and/or Third Party Software (as defined in the GTC) product licensed pursuant to the Agreement referencing these Use Terms may be referred to as a "**Software Package**" (when referencing only Software) or "**Third Party Software Package**" (when referencing only Third Party Software) or "**Package**" (when referencing both Software and Third Party Software).
Vsaka programska oprema in/ali Programska oprema tretje osebe (kot je opredeljeno v Splošnih pogojih), licencirana v skladu s Pogodbo, ki se nanaša na te Pogoje uporabe se lahko imenuje **"Paket programske opreme"** (če gre le za Programsko opremo) ali **"Paket programske opreme tretje osebe"** (če gre le za Programsko opremo tretje osebe) ali **"Paket"** (če gre za Programsko opremo in Programsko opremo tretje osebe).

1.2. "**Licensed Level**" means:
"Licenčna stopnja" pomeni:

a) when referenced in the context of a Named User, the quantity of Metric for which each individual Named User category and type is licensed; and
če se uporablja v smislu Uporabnika tipa Named User, količino Metrike, za katero je licencirana vsaka posamezna kategorija Uporabnika tipa Named user; in

b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed.
če se uporablja v smislu Paketa, količino Metrike, za katero je licenciran vsak posamezni Paket.

1.3. "**Metric**" means:
"Metrika" pomeni:

a) when referenced in the context of a Named User, the individual Named User category and type (and corresponding Named User definition setting for such Named User's Use rights) as further described in Section 5.1; and
ko se uporablja v okviru Uporabnika tipa Named User, kategorijo in tip posameznega Uporabnika tipa Named User (in ustrezne nastavitve opredelitve Uporabnika tipa Named User za Pravice uporabe takega Uporabnika tipa Named User), kot je opisano v 5.1 členu; ter

b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 6.
ko se uporablja v okviru Paketa, posamezno poslovno metriko, ki ustreza posameznemu Paketu, kot je opisano v 6 členu.

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.
"Uporabnik tipa Named User" pomeni posameznika, ki ga Stranka pooblasti za Uporabo Paketa, kar med drugim vključuje zaposlene v Strankinih Izpostavah ali pri njenih Poslovnih partnerjih.

1.5. "**Named User License**" means the Metric and Licensed Level applicable to each Named User.
"Licenca za uporabnike tipa Named User" pomeni Metriko in Licenčno stopnjo, veljavni za vsakega Uporabnika tipa 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.
"Naročilnica" pomeni dokument za naročilo Uporabnikov tipa Named User in Paketov, licenciranih s Pogodbo, vključno z dokumenti za naročilo neposredno pri SAP-ju ali prek pooblaščenega posrednika, distributerja, proizvajalca originalne opreme ali drugega pooblaščenega SAP-jevega partnerja.

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.
"Licenca za paket" pomeni Metriko in Licenčno stopnjo, veljavno za posamezni Paket; Licenca za katerikoli Paket iz Dodatka 3 vključuje specifične pogoje in pravila Uporabe, ki veljajo za tak Paket, in velja zanje.

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.

"**Uporaba**" pomeni aktiviranje procesnih zmogljivosti Programske opreme, nalaganje, izvajanje in uporabo Programske opreme ter dostop do nje ali prikaz informacij, ki so rezultat teh procesnih zmogljivosti. Uporablja se lahko z vmesnikom, dobavljenim s Programsko opremo ali kot njen del, vmesnikom Stranke ali tretje osebe, ali drugim vmesniškim sistemom.

2. STANDARD LICENSE PRINCIPLES AND RULES OF USE
STANDARDNA LICENČNA NAČELA IN PRAVILA UPORABE

2.1. Named User License & Package License Required

Zahtevani sta Licenca za uporabnike tipa Named User in Licenca za paket.

2.1.1. Except as otherwise specifically provided in Sections 3.2, 5.3 and 7 the Use of any Package requires both a Named User License and a Package License. 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.

Če ni izrecno drugače navedeno v členih 3.2, 5.3 in 7, sta za Uporabo kateregakoli Paketa potrebni Licenca za uporabnike tipa Named User in Licenca za paket. Stranka mora imeti za vsakega posameznika, ki dostopa do kateregakoli Paketa, Licenco za uporabnike tipa Named User, ki opredeljuje obseg, v katerem lahko posameznik Uporablja Paket, takšna Uporaba Paketa pa je v vseh primerih predmet Licence za paket. Licenca za uporabnika tipa Named User je lahko dodeljena največ enemu posamezniku

2.2. Named User Exception

Izjema za uporabnike tipa Named User

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:

Če se podatki izvažajo iz katerekoli licenčne Programske opreme (ne velja za SAP Business Warehouse Software in/ali baze podatkov tretje osebe) v ne-SAP-jeve aplikacije v skladu s predhodno opredeljeno poizvedbo, ki:

a) was created by an individual licensed to Use the Software from which the data is being exported; and
jo je ustvaril posameznik z licenco za Uporabo Programske opreme, iz katere se podatki izvažajo; in

b) runs automatically on a scheduled basis,
se načrtovano samodejno izvaja,

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 subsidiaries or distributors.

Ne-SAP-jeve aplikacije ali njihovi uporabniki za uporabo takih podatkov ne potrebujejo licence iz tega dokumenta, če taka uporaba ne povzroči posodobitev in ne sproži zmožnosti obdelave nobene licenčne Programske opreme. "**Ne-SAP-jeve aplikacije**" so vse tehnologije, ki niso licenčna Programska oprema, za katero je Stranka pridobila ustrezno licenco od pravne osebe, ki ni SAP, SAP SE ali katerakoli od njunih podružnic ali distributerjev.

2.3. Named User Exception

Izjema za uporabnike tipa Named User

2.3.1. 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 agreement with SAP or an authorized SAP affiliate for such SAP ERP System.

Posamezniki, licencirani kot uporabniki tipa SAP Business One, ki Uporabljajo Programsko opremo SAP Business One, katere vmesniki do ločene Strankine namestitve SAP ERP ne potrebujejo licenc kot Uporabniki tipa SAP Named User iz Strankine pogodbe s SAP-jem ali pooblaščeno SAP-jevo izpostavo za tak Sistem SAP ERP.

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

Dodatna pravila za uporabnike tipa Named User za SBOP in Obstoječo SBOP-programsko opremo, ki ni licencirana za Samostojno uporabo

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 Order Form as Legacy SBOP; however, references to Legacy SBOP shall only mean any licensed Software specifically identified as Legacy SBOP on Exhibit 1. Any licensed Legacy SBOP may only be Used by individuals licensed as an 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).

"**SBOP**" in "**Obstoječa SBOP**" pomeni katerokoli Programsko opremo, določeno kot SBOP ali Obstoječa SBOP v teh Pogojih uporabe. Če ni v tem dokumentu izrecno določeno drugače, za vse sklice na SBOP velja, da vsebujejo katerokoli licencirano programsko opremo, določeno v skladu s katerokoli Naročilnico kot Obstoječa SBOP; vendar pa sklici na Obstoječo SBOP pomenijo samo licencirano Programsko opremo, izrecno določeno kot Obstoječa SBOP v Dodatku 1. Katerokoli licenčno Obstoječo SBOP-programsko opremo lahko Uporabljajo samo posamezniki, licencirani kot uporabniki tipa Expert User, Business Analytics Professional User, BI Limited User ali Business Information User, takšna Uporaba pa mora biti v skladu s ustreznim tipom posameznega uporabnika tipa Named User (in je predmet veljavne Licenčne stopnje za takšno Programsko opremo).

2.5. Runtime Software

Programska oprema za omejeno uporabo.

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 Customer Uses a Package to build or operate a custom developed or third party application, additional licenses may be required.
Licencirani paketi lahko uporabljajo omejeno funkcionalnost drugih Paketov, za katere Stranka nima licence ("**Programska oprema za omejeno uporabo**"). Dokler Imetnik licence izrecno ne licencira Programske opreme za omejeno uporabo, je njegova Uporaba takšne Programske opreme za omejeno uporabo omejena na dostop z licenciranimi Paketi in prek njih, vse Spremembe pa so dovoljene zgolj za namen omogočanja delovanja licenciranih Paketov in integracijo podatkov iz licenčne SAP-jeve Programske opreme, kot je določeno v Dokumentaciji. Če Stranka Uporablja Paket za ustvarjanje in/ali delovanje lastne aplikacije ali aplikacije tretje osebe, bodo morda potrebne dodatne licence.

2.6. Country or Language Versions and Availability Restrictions
Različice za države ali jezike in omejitve razpoložljivosti.

2.6.1. There are no applicable country or language specific versions licensed by Customer from SAP unless otherwise specifically stated in an Order Form. Packages may be subject to availability restrictions. Information about such restrictions including country availability, supported languages, supported operating systems and databases may be provided through the Product Availability Matrix (PAM) published at http://support.sap.com/pam or otherwise included in the Documentation.
Ni veljavnih različic za države ali jezike, ki jih je licencirala Stranka za SAP, če ni v Naročilnici izrecno drugače določeno. Za Pakete lahko veljajo omejitve razpoložljivosti. Podatki o takih omejitvah, vključno z razpoložljivostjo v posameznih državah, podprtih jezikih, podprtih operacijskih sistemih in bazah podatkov, so na voljo v matriki Product Availability Matrix (PAM), objavljeni na http://support.sap.com/pam, ali pa so drugače vključeni v Dokumentacijo.

2.7. Internet Connectivity
Spletna povezljivost

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.
Nekateri paketi zahtevajo spletno povezavo za pravilno delovanje. Stranka je odgovorna za pridobitev spletne povezave, SAP pa ni odgovoren za izgubo funkcionalnosti zaradi napak v spletni povezavi.

2.8. Third Party Web Services
Spletne storitve tretjih oseb.

2.8.1. Some Packages enable connection to Third Party Web Services. For the purposes of these Use Terms, "**Third Party Web Services**" means:
Nekateri paketi omogočajo povezavo do spletnih storitev tretjih oseb. Za namene teh Pogojev uporabe so "**Spletne storitve tretjih oseb**":

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
katerekoli in vse spletne storitve, ki jih dajo na voljo tretje osebe (ki niso SAP, SAP SE ali katerakoli njihova povezana družba), ki so dostopne prek Programske opreme ali SAP-jevega gradiva ali pa jih slednja omogočata, in

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.
katerikoli in vsi aplikacijski programski vmesniki, datoteke z definicijo spletnih storitev in drugo gradivo, ki ga da na voljo tak ponudnik spletnih storitev tretje osebe ali je dano na voljo v njegovem imenu za poenostavitev dostopa do takih spletnih storitev in njihove uporabe. Primeri Spletnih storitev tretjih oseb vključujejo: Facebook, Evernote, Twitter, Google Maps in druge take storitve.

2.8.2. The following terms apply to all Third Party Web Services:
Naslednji pogoji veljajo za vse Spletne storitve tretjih oseb:

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.
Stranka je izključno odgovorna za pridobitev vseh dokazil o istovetnosti za račun in dokazil o istovetnosti za preverjanje pristnosti, potrebnih za dostop do API-ja Spletne storitve tretje osebe ali Spletne storitve tretje osebe ter njuno uporabo.

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.
Uporaba API-ja Spletne storitve tretje osebe je odvisna od tega, ali Stranka sprejme pogoje Spletne storitve tretje osebe, ki jih je treba pridobiti od ponudnika Spletne storitve tretje osebe. SAP ni pogodbena stranka v pogodbi med Stranko in ponudnikom Spletne storitve tretje osebe.

c) The Third Party Web Service's API and the Third Party Web Service are excluded from all SAP representation, warranties, indemnifications and support obligations.
API Spletne storitve tretje osebe in Spletna storitev tretje osebe sta izključena iz vseh SAP-jevih zagotovil, jamstev, odškodnin in obveznosti podpore.

d) 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.
Stranka se izrecno strinja, da bo branila SAP, njegove vodstvene delavce, zaposlene, zastopnike in podizvajalce pred vsemi zahtevki, odgovornostjo, izgubo, škodo in stroški (vključno z utemeljenimi odvetniškimi stroški), ki jih SAP utrpi, ker Stranka ali njene Izpostave uporabljajo Spletne storitve tretjih oseb.

e) 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).
SAP lahko omeji in začasno ali trajno prekine Strankin dostop do API-ja Spletne storitve tretje osebe prek Produkta, če Stranka oz. SAP zaradi Stranke krši pogoje storitve ponudnika Spletne storitve tretje osebe ali druge veljavne pogodbe in smernice ponudnika Spletne storitve tretje osebe (kar med drugim vključuje prekoračitev omejitve količine podatkov ali uporabe).

3. EXCEPTIONAL LICENSE PRINCIPLES AND RULES OF USE FOR SPECIAL LICENSE SCENARIOS
IZREDNA LICENČNA NAČELA IN PRAVILA UPORABE ZA POSEBNE LICENČNE SCENARIJE

3.1.1. This Section 3 applies to the following special license scenarios ("**Special License Scenarios**"), and prevails over any contradicting terms in Section 2.
Ta 3 člen velja za naslednje posebne licenčne scenarije (**"Posebni licenčni scenariji"**) in velja v primeru kakršnihkoli neskladnih pogojev iz 2 člena.

3.2. Standalone Use
Samostojna uporaba

3.2.1. Software is licensed for Standalone Use if identified as such in the applicable Order Form. "**Standalone Use**" means the Software (and any corresponding Third Party Software) identified as Standalone Use that may only be Used with other Software or Third Party Software with the same Standalone Use designation in the applicable Order Form from SAP or an authorized reseller, distributor, or other authorized partner of SAP or non-SAP branded software licensed from third parties.
Programska oprema je licencirana za Samostojno uporabo, če je v ustrezni Naročilnici tako opredeljena. **"Samostojna uporaba"** pomeni Programsko opremo (in katerokoli ustrezno Programsko opremo tretje osebe) z oznako za Samostojno uporabo, ki jo je dovoljeno Uporabljati le s Programsko opremo ali Programsko opremo tretje osebe iz ustrezne Naročilnice z enako oznako za Samostojno uporabo od SAP-ja ali pooblaščenega posrednika, distributerja ali drugega pooblaščenega SAP-jevega partnerja ali z ne-SAP-jevo licenčno opremo tretje osebe.

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.
Pojasnilo: Vsa Programska oprema, licencirana z Omejeno licenco ali ki jo SAP-jev subjekt licencira pred pravno integracijo z naslednikom SAP-jevega subjekta, velja za licencirano le za Samostojno uporabo.

3.3. Standalone Use of Legacy SBOP Software
Samostojna uporaba Obstoječe programske opreme SBOP.

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 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 Order Form. 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 Business Information 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).
Za uporabo Obstoječe SBOP-programske opreme, licencirane za Samostojno uporabo, je poleg Licence za paket za dejansko Obstoječo SBOP-programsko opremo potrebna tudi Licenca za imenovanega uporabnika. Programska oprema SBOP, licencirana pri kateremkoli posredniku, distributerju, OEM-ju ali drugi tretji osebi, se lahko Uporablja izključno za Samostojno uporabo, razen če je s SAP-jem pisno drugače dogovorjeno v ustrezni Naročilnici. Tipi uporabnikov Named User, ki imajo pravico Uporabljati Obstoječo SBOP-programsko opremo za Samostojno uporabo, so uporabniki tipa SAP Application Standalone Business Analytics Professional User, SAP Application Standalone BI Limited User ali SAP Application Business Information Viewer User, takšna Uporaba pa mora biti v skladu s ustreznim tipom posameznega uporabnika tipa Named User (in je predmet veljavne Licenčne stopnje za takšno Programsko opremo).

3.4. Restricted License
Omejena licenca.

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 Application 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 or used with unrestricted licenses.
Če je Stranka Programsko opremo pridobila v paketu ali drugače priloženo produktu ali za uporabo s produktom tretje osebe (**"OEM-aplikacija"**), je Imetnik licence imetnik Omejene licence. Vsako licenčno kopijo Programske opreme lahko Stranka uporablja le v povezavi z OEM-aplikacijo, ki ji je bila licenčna kopija priložena. Dostopanje do podatkov, ki niso bili posebej ustvarjeni ali potrebni za omogočanje delovanja OEM-aplikacije, je kršitev te licence. Če OEM-aplikacija zahteva uporabo področnega podatkovnega skladišča ali centralnega podatkovnega skladišča, se OEM-aplikacija lahko uporablja s področnim podatkovnim skladiščem le za dostop do podatkov, ustvarjenih z OEM-aplikacijo oz. potrebnih za omogočenje njenih funkcionalnosti. Omejenih licenc ni dovoljeno kombinirati ali uporabljati z neomejenimi licencami.

3.5. Subscription License
Naročniška licenca.

3.5.1. 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 12 month term, renewable annually at Licensor's then current rate or such other term as mutually agreed in writing by the parties.
Če ni pisno drugače dogovorjeno in je Programska oprema licencirana na podlagi naročnine, je Stranki dodeljena neizključna in neprenosljiva Licenca za uporabo Programske opreme za obdobje dvanajstih mesecev, z možnostjo vsakoletnega podaljšanja po takratni ceni Izdajatelja licence, ali za drugo tako obdobje, kot se pogodbeni stranki pisno dogovorita.

3.6. Development License
Razvojna licenca

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.
Če ni pisno drugače dogovorjeno in Stranka prejme razvojno licenco, lahko pridobljeno število in tip licenc uporablja samo za razvoj ali njegovo testiranje. Razvojne licence ni dovoljeno uporabljati v produkcijskem okolju ali je prenesti vanj.

3.7. Update License
Licenca za posodobitev.

3.7.1. Unless otherwise agreed in writing, if Customer receives the Software as an update to a previously licensed product, Customer's license to use the Software is limited to the aggregate number of licenses Customer has acquired for the previous product. If Customer chooses to use the

Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses Customer acquired for the previous product.

3.7.2. e ni pisno drugače dogovorjeno in Stranka prejme Programsko opremo kot posodobitev predhodnega licenčnega produkta, je Strankina licenca za uporabo Programske opreme omejena na skupno število licenc, ki jih je pridobila za predhodni produkt. Če se Stranka odloči za hkratno uporabo Programske opreme in prejšnjega produkta, skupno število licenc, ki se uporabljajo za dostop do Programske opreme in predhodnega produkta, ne sme preseči skupnega števila licenc, ki jih je Stranka pridobila za prejšnji produkt.

3.8. Promotional License

3.9. romocijska licenca.

3.9.1. Unless otherwise agreed in writing, if Customer receives the Software as a special offer or promotional license ("**Promotional License**"), Customer may only use the Promotional Licenses with a new deployment. Promotional Licenses may not be added to or used with an existing deployment or project.

Če ni pisno drugače dogovorjeno in Stranka prejme Programsko opremo v okviru posebne ponudbe ali promocijske licence ("**Promocijska licenca**"), sme Stranka Promocijske licence uporabljati le v novi postavitvi. Promocijskih licenc ni dovoljeno dodajati k obstoječi postavitvi oziroma projektu ali jih uporabljati v povezavi z njima.

3.10. Evaluation or Not for Resale License

Preskusna licenca ali Licenca, ki ni za nadaljnjo prodajo.

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

Če ni drugačnega pisnega dogovora, se Preskusna licenca ali Licenca, ki ni za nadaljnjo prodajo lahko uporablja le za določeno število in tipe licenc za obdobje, navedeno na embalaži Programske opreme oz. v dokumentaciji o naročilu ali dostavi blaga. Ob izteku takšnega navedenega preskusnega obdobja Programska oprema, za katero velja Preskusna licenca oz. Licenca, ki ni za nadaljnjo prodajo, ne bo delovala, če Stranka ne pridobi ustreznih stalnih licenčnih ključev. Če dokumentacija o naročilu oziroma dobavi blaga navaja določen projekt, se Programska oprema lahko uporablja le s tem projektom. Preskusna licenca se lahko uporablja le za namene preskušanja in se ne sme uporabljati za produkcijske namene. Ne glede na druga določila te Pogodbe se Programska oprema, ki se dobavi kot Preskusna licenca oz. Licenca, ki ni za nadaljnjo prodajo, zagotavlja v dejanski obliki, brez kakršnihkoli izrecnih ali impliciranih garancij. SAP lahko Preskusno licenco oz. Licenco, ki ni za nadaljnjo prodajo, kadarkoli prekliče s pisnim obvestilom.

3.11. SAP Business One Software

Programska oprema SAP Business One.

3.11.1. 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).

Dodatni pogoji v zvezi z licenciranjem Programske opreme SAP Business One, vključno z veljavnimi Metrikami in Omejitvami za pakete, so navedeni v Dodatku 6. Za Uporabo baz podatkov tretjih oseb s SAP Business One lahko veljajo dodatni pogoji, ki jih zahtevajo SAP-jevi dobavitelji, kot je določeno v Dodatku 4 (Pogoji za posredovanje Baz podatkov tretjih oseb).

3.12. Packages with a Maximum List Price

Paketi z Najvišjo ceno po ceniku

3.12.1. 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.

Nekateri paketi imajo maksimalno ceno po ceniku, ki je dosežena, ko Stranka licencira maksimalno količino prodajnih enot za zadevni paket. Ob licenciranju maksimalne količine enot SAP Stranki zagotovi neprenosljivo pravico do uporabe večje količine enot, kot je licenciranih, brez dodatnega plačila.

4. VERIFICATION
PREVERJANJE

4.1.1. SAP is permitted to audit the usage of the licensed SAP Software (in general once a year) by system measurement in accordance with SAP standard procedures. Customer can conduct the measurement itself using the unaltered tools and self-declaration forms provided by SAP for that purpose. The self-declaration form is to be completed independently of technical measurement function modules. 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 sme nadzirati uporabo SAP-jeve licenčne programske opreme (običajno enkrat letno) s sistemskimi meritvami v skladu s SAP-jevimi standardnimi postopki. Stranka lahko sama izvede meritev z uporabo nespremenjenih orodij in obrazcev za samoprijavo, ki jih SAP nudi za ta namen. Obrazec za samoprijavo je treba izpolniti neodvisno od tehničnih modulov meritvenih funkcij. Rezultat meritve je treba poslati SAP-ju prek spletne povezave z ustreznimi vmesniki iz Strankinih sistemov ali v strojno berljivi obliki. Uporaba zasnove za več odjemalcev za klasifikacijo uporabnikov je dovoljena le izjemoma in jo mora SAP predhodno pisno odobriti.

METRICS
METRIKE

5. NAMED USER PRINCIPLES AND METRICS
NAČELA IN METRIKE ZA UPORABNIKE TIPA NAMED USER

5.1. Named User Principles

Načela za uporabnike tipa Named User.

5.1.1. Except as otherwise specifically provided, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the Named User License, the Package License, and the Agreement, unless otherwise set forth in Exhibit 3. The transfer of a Named User License from 1 individual to another may only be done if the individual to which the Named User License is assigned:
Če ni izrecno navedeno drugače, lahko Paket Uporabljajo le ustrezno licencirani Uporabniki tipa Named User, takšna Uporaba pa je predmet Licence za uporabnike tipa Named User, Licence za paket in Pogodbe, razen če je v Dodatku 3 navedeno drugače. Prenos Licence za uporabnike tipa Named User z enega uporabnika na drugega je mogoč le, če (je) posameznik, kateremu je Licenca za uporabnike tipa Named User dodeljena:

a) is on vacation;
na dopustu

b) is absent due to sickness;
odsoten zaradi bolezni,

c) has their employment terminated;
ni več zaposlen v zadevnem podjetju,

d) is moved into a new job function which no longer requires them to Use any Packages; or
premeščen na drugo delovno mesto, kjer Paketov ne Uporablja več, ali
is subject to a condition that is otherwise agreed by SAP.

e) zanj velja pogoj, ki je drugače dogovorjen s SAP-jem.

5.1.2. Important Note for Customers with contracts from June 2014 and earlier. Such Customers may have licensed 1 of the following previous user types: mySAP.com Users, SAP Business Suite Users, SAP ERP Users, Individual SAP solutions Users, SAP Application Users, SAP BA&T Users.
Pomembno obvestilo za Stranke s pogodbami iz junija 2014 in prej. Take Stranke so morda licencirale enega izmed naslednjih predhodnih tipov uporabnikov: mySAP.com User, SAP Business Suite User, SAP ERP User, Individual SAP solutions User, SAP Application User ali SAP BA&T User.

5.1.3. Customers that have already licensed 1 or several of the above user types are permitted to license additional quantities of the same user types. Such Customers are not permitted to license SAP Named Users within their existing license contract.
Stranke, ki so že licencirale enega ali več zgoraj navedenih tipov uporabnikov, lahko licencirajo dodatne uporabnike enakih tipov. Take Stranke ne smejo licencirati uporabnikov tipa SAP Named User v okviru svoje obstoječe licenčne pogodbe.

5.2. Named User Metric – Categories, Types and Corresponding Definitions
Metrika za uporabnike tipa Named User – kategorije, tipi in ustrezne opredelitve.

5.2.1. Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2.
Metrike za uporabnike tipa Named User, vključno s kategorijami, tipi in ustreznimi opredelitvami, so navedene v Dodatku 2.

5.3. Named User Exceptions
Izjeme za uporabnike tipa Named User:

5.3.1. Suppliers: When accessing the following SAP Software Packages, suppliers do not require Named User licenses:
Dobavitelji: Pri licenciranju naslednjih paketov SAP-jeve programske opreme dobavitelji ne potrebujejo licenc za uporabnika tipa Named User:

a) SAP Advanced Trade Management Analytics;
SAP Advanced Trade Management Analytics;

b) SAP Advanced Trade Management Analytics, version for SAP BW/4HANA;
SAP Advanced Trade Management Analytics, različica za SAP BW/4HANA;

c) SAP Customer Business Planning;
SAP Customer Business Planning;

d) SAP Customer Business Planning, version for SAP BW/4HANA;
SAP Customer Business Planning, različica za SAP BW/4HANA;

e) SAP Extended Sourcing;
SAP Extended Sourcing;

f) SAP Extended Procurement;
SAP Extended Procurement;

g) SAP Supplier Self Services;
SAP Supplier Self Services;

h) SAP Supplier Lifecycle Management;
SAP Supplier Lifecycle Management;

i) SAP SRM Rapid Deployment Edition;
SAP SRM Rapid Deployment Edition;

j) SAP Supplier Collaboration;
SAP Supplier Collaboration;

k) SAP Customer Collaboration;
SAP Customer Collaboration;

l) SAP Outsourced Manufacturing;
SAP Outsourced Manufacturing;

m) SAP Trade Promotion Planning and Management;
SAP Trade Promotion Planning and Management;

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

o) SAP Subcontractor Management for Consumer Products;
SAP Subcontractor Management for Consumer Products;

p) SAP Procurement for Public Sector;
SAP Procurement for Public Sector;

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

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:
Poslovni partnerji: Pri dostopu do naslednjih SAP-jevih paketov programske opreme Poslovni partnerji ne potrebujejo Licenc za uporabnike tipa Named User:

a) SAP Contract Lifecycle Management.
SAP Contract Lifecycle Management.

5.3.3. Employees: When accessing the following SAP Software Packages, Employees do not require Named User Licenses:
Zaposleni: Pri dostopu do naslednjih paketov SAP-jeve programske opreme zaposleni ne potrebujejo Licenc za uporabnika tipa Named User:

a) SAP IT Service Desk Operation.
Delovanje storitvenega centra SAP IT.

5.3.4. Appraisers: When accessing the following SAP Software Package(s) appraisers do not require Named User Licenses:
Cenilci: Pri dostopu do naslednjih paketov SAP-jeve programske opreme cenilci ne potrebujejo Licenc za uporabnika tipa Named User:

a) SAP Supplier Lifecycle Management.
SAP Supplier Lifecycle Management.

5.3.5. Consumers or Constituents: Individuals who are not employees of Customer or Customer's Business Partners and who purchase or receive goods or services from Customer do not require Named User licenses unless otherwise set forth.
Potrošniki ali pooblastitelji: Posamezniki, ki niso zaposleni pri Stranki ali Strankinih Poslovnih partnerjih ter od Stranke kupijo ali prejmejo blago ali storitve, ne potrebujejo licenc za uporabnika tipa Named User, če v tem dokumentu ni drugače določeno.

6. PACKAGE PRINCIPLES AND METRICS
NAČELA IN METRIKE ZA PAKETE

6.1. Package Principles
Načela za Pakete.

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.
Vsak Paket je licenciran na podlagi zanj veljavne Metrike in Uporaba Paketa v nobenem primeru ne sme preseči Licenčne stopnje, za katero je Paket licenciran.

6.2. Package Metrics – Types and Corresponding Definitions
Metrike za Pakete – tipi in ustrezne opredelitve.

6.2.1. Package Metrics, including types and corresponding definitions, are stated in Exhibit 2.
Metrike za Pakete, vključno s tipi in ustreznimi opredelitvami, so navedene v Dodatku 2.

7. PACKAGE SPECIFIC TERMS / USE RULES
POGOJI/PRAVILA UPORABE, SPECIFIČNI ZA PAKETE

7.1. Package Licenses
Licence za pakete

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.
Licenca za paket za katerikoli Paket, naveden v Dodatku 3, mora vključevati, in biti predmet posebnih pogojev/pravil Uporabe, ki veljajo za tak Paket, kot je opisano v Dodatku 3, ki je sestavni del Pogodbe.

7.2. Applicability
Uporabnost

7.2.1. This Section 7.2 applies to any Package (including, without limitation, databases) licensed pursuant to an Order Form and identified as a Third Party Software (including databases) in such Order Form ("**Third Party Software Package**") and control over any conflicting terms set forth in the Agreement. All Third Party Software Packages are restricted for Use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not be used with any other Package, or on an individual basis. Unless otherwise specifically provided in Section 7 of the Use Terms, any Use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.
Ta 7.2 člen velja za katerikoli Paket (kar med drugim vključuje baze podatkov), licenciran v skladu z Naročilnico in opredeljen kot Programska oprema tretje osebe (vključno z bazami podatkov) v taki Naročilnici (**"Paket programske opreme tretje osebe"**), in prevlada nad vsemi neskladnimi pogoji, določenimi v Pogodbi. Vsi Paketi programske opreme tretje osebe so omejeni izključno na Uporabo skupaj z določenim Paketom, ki ga je SAP namenil za istočasno uporabo ali s katerim SAP nudi Paket programske opreme tretje osebe, in se ne smejo uporabljati z drugimi Paketi ali samostojno. Če ni v 7 členu Pogojev uporabe izrecno navedeno drugače, se vsaka Uporaba Paketov programske opreme tretje osebe (bodisi produkcijska ali neprodukcijska) upošteva pri izračunu Licenčne stopnje za katerokoli veljavno Metriko.

7.3. Exceptions from GTC for Third Party Software Packages
Izjeme pri Splošnih pogojih za Pakete programske opreme tretjih oseb

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.
Sprememba člena ali Dodatek k členu Splošnih pogojev ne velja za Pakete programske opreme tretjih oseb, če ni drugače določeno. Stranka ne bo izvajala Sprememb ali izdelovala Dodatkov za Pakete programske opreme tretjih oseb ali drugače spreminjala Paketov programske opreme tretjih oseb, razen če jo SAP za to izrecno pisno pooblasti.

7.4. Limitation of Liability
Omejitev odgovornosti

7.4.1. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, WITH RESPECT TO ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING FROM OR RELATED TO THE THIRD PARTY SOFTWARE LICENSED PURSUANT TO AN ORDER FORM REFERENCING THESE USE TERMS, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES FOR THE APPLICABLE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL,

INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.
NE GLEDE NA VSE NAVEDENO SAP ALI NJEGOVI IZDAJATELJI LICENCE NE MOREJO NOSITI ODGOVORNOSTI ZA POVRAČILO ŠKODE DRUGI POGODBENI STRANKI, TRETJI OSEBI ALI SUBJEKTU V ZNESKU, KI JE VIŠJI OD PLAČANE LICENČNINE ZA USTREZNO PROGRAMSKO OPREMO TRETJE OSEBE, KI NEPOSREDNO POVZROČA ŠKODO, OZIROMA NIKAKOR NISO ODGOVORNI ZA POSEBNO, NENAMERNO, POSLEDIČNO ALI NEPOSREDNO ŠKODO, IZGUBO DOBREGA IMENA ALI DOBIČKA, ZASTOJA DELOVNEGA PROCESA, IZGUBE PODATKOV, OKVARE ALI NEDELOVANJA RAČUNALNIKOV, ZA EKSEMPLARIČNO ALI KAZNOVALNO ODŠKODNINO V ZVEZI S KAKRŠNIMIKOLI IN VSEMI ZAHTEVKI TER KAKRŠNOKOLI ŠKODO, KI JE NASTALA ZARADI PROGRAMSKE OPREME TRETJE OSEBE, KI JE LICENCIRANA V SKLADU Z NAROČILNICO, KI SE NANAŠA NA TE POGOJE UPORABE, ALI JE Z NJO POVEZANA.

8. DATABASES
BAZE PODATKOV

8.1. Runtime databases
Baze podatkov za čas izvajanja

8.1.1. If a runtime database is licensed and the Order Form does not exclude any Packages licensed thereunder from such runtime database license, Customer may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form. 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.
Če je baza podatkov za čas izvajanja licencirana in v Naročilnici licencirani Paketi niso izključeni iz take licence za bazo podatkov za čas izvajanja, sme Stranka bazo podatkov za čas izvajanja, licencirano v skladu z Naročilnico, ki se sklicuje na te Pogoje uporabe, Uporabljati le v povezavi z Uporabo Paketov, licenciranih v skladu s tako Naročilnico. Če Stranka Uporablja licencirano bazo podatkov časa izvajanja, ki ni določena v tem odstavku, mora licenco za neomejeno uporabo, vključno z orodji za programiranje, podeliti neposredno pooblaščeni dobavitelj.

8.1.2. If a runtime database is licensed and the Order Form excludes certain Software Packages licensed thereunder from such runtime database license ("**Excluded Components**"), Customer may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form 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.
Če je baza podatkov za čas izvajanja licencirana in Naročilnica izključuje določene v njej licencirane Pakete programske opreme iz take licence za bazo podatkov za čas izvajanja ("**Izključene komponente**"), sme Stranka bazo podatkov za čas izvajanja, licencirano v skladu z Naročilnico, ki se sklicuje na te Pogoje uporabe, Uporabljati le v povezavi z Uporabo Paketov, licenciranih v skladu s tako Naročilnico, ki niso Izključene komponente. Če Stranka Uporablja licencirano bazo podatkov časa izvajanja, ki ni določena v tem odstavku, mora licenco za neomejeno uporabo, vključno z orodji za programiranje, podeliti neposredno pooblaščeni dobavitelj.

8.1.2.1. The Excluded Components may require a database product.
Izključene komponente lahko zahtevajo baze podatkov.

8.1.2.2. Neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of the Excluded Components;
Niti Naročilnica niti Pogodba ne vsebujeta licence za uporabo produktov baze podatkov, tudi če so vključeni ali predhodno nameščeni kot del Izključenih komponent;

8.1.2.3. Each database product is subject to its respective vendor license agreement;
Vsak produkt baze podatkov je predmet ustrezne licenčne pogodbe dobavitelja;

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
SAP ne daje nobenih zagotovil ali garancij v zvezi s pogoji katerekoli licence ali delovanja katerekoli baze podatkov, pridobljene neposredno od zunanjega dobavitelja; in

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.
Stranka je odgovorna za podporo in vzdrževanje vseh baz podatkov, pridobljenih od zunanjega dobavitelja, SAP pa v zvezi s tem nima nobenih odgovornosti.

8.1.3. If a runtime database is not licensed:
Če baza podatkov za čas izvajanja ni licencirana:

8.1.3.1. The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product.
Paketi, licencirani v skladu z Naročilnico, ki se sklicuje na te Pogoje uporabe, lahko zahtevajo bazo podatkov.

8.1.3.2. Neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software or third party software;
Niti Naročilnica niti Pogodba ne vsebujeta licence za uporabo produktov baze podatkov, tudi če so vključeni ali predhodno nameščeni kot del take Programske opreme ali programske opreme tretje osebe;

8.1.3.3. Each database product is subject to its respective vendor license agreement;
Vsak produkt baze podatkov je predmet ustrezne licenčne pogodbe dobavitelja;

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
SAP ne daje nobenih zagotovil ali garancij v zvezi s pogoji katerekoli licence ali delovanja katerekoli baze podatkov, pridobljene neposredno od zunanjega dobavitelja; in

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.
Stranka je odgovorna za podporo in vzdrževanje vseh baz podatkov, pridobljenih od zunanjega dobavitelja, SAP pa v zvezi s tem nima nobenih odgovornosti.

9. DATABASE DEPLOYMENT AND COMMUNICATION RIGHTS AND RESTRICTIONS (SEGREGATED DATABASE LANDSCAPE) PRAVICE IN OMEJITVE ZA POSTAVITEV IN KOMUNIKACIJO BAZE PODATKOV (LOČENA INFRASTRUKTURA BAZE PODATKOV):

9.1. The following shall apply where Customer:
Naslednje velja, če Stranka:

a) licenses a third party runtime database "**TPD**" for Use with some, but not all, SAP Software Packages(s) or Named User(s) that are SAV relevant for such TPD; or
Licencira bazo podatkov za čas izvajanja tretje osebe "**TPD**" za Uporabo z nekaterimi, vendar ne vsemi, SAP-jevimi Paketi programske opreme ali uporabniki tipa Named User, ki so SAV-ustrezni za tak TPD; ali

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.
Licencira TPD in katerekoli Pakete, ki imajo v imenu paketa S/4 HANA ali so kako drugače in navedeni v Pogodbi kot Paket S/4 HANA.

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:
Ne glede na vse navedeno v Pogodbi, če je nekaj Programske opreme in programske opreme tretje osebe (razen "TPD"), licencirane v Pogodbi ("**Programska oprema**"), licencirane za Uporabo s TPD, licencirane tudi v Pogodbi, nekaj Programske opreme pa ni licencirane za Uporabo s tako TPD, veljajo naslednje pravice in omejitve za postavitev in komunikacijo:

9.2.1. Deployment Rights & Restrictions
Pravice in omejitve za postavitev

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 forS/4HANA Packages in these Use Rights, SW licensed for Use with such TPD can be deployed in any of the following "**Installation Types**":
"**Tehnična namestitev**" v tem dokumentu pomeni postavitev Programske opreme, ki se izvaja v enoličnem primerku baze podatkov. V skladu z vsemi ustreznimi licenčninami za SAP-jevo bazo podatkov in s pogoji za Pakete S/4HANA iz teh Pravic uporabe, je mogoče Programsko opremo, licencirano za Uporabo s tako Bazo podatkov tretje osebe, postaviti na kateregakoli od naslednjih "**Tipov namestitev**":

i. "**Type 1 Installation**" means any Technical Installation upon which all SW deployed is licensed for Use with, and is running on, such TPD;
"**Tip namestitve 1**" je kakršnakoli Tehnična namestitev, na kateri je vsa postavljena Programska oprema licencirana za Uporabo s tako Bazo podatkov tretje osebe in se izvaja na njej;

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,
"**Tip namestitve 2**" je kakršnakoli Tehnična namestitev, na kateri je vsa postavljena Programska oprema licencirana za Uporabo s tako Bazo podatkov tretje osebe, vendar se ne izvaja na njej; in

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.
"**Tip namestitve 3**" je kakršnakoli Tehnična namestitev, na kateri nobena postavljena Programska oprema ni licencirana za Uporabo s tako Bazo podatkov tretje osebe ali pa je licenciran le del Programske opreme, in zato Baza podatkov tretje osebe ni postavljena ali se ne izvaja na njej.

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.
Programsko opremo, ki ni licencirana za Uporabo z Bazo podatkov tretje osebe, je mogoče postaviti le na Tipih namestitve 3, zanjo pa je treba plačati veljavne licenčnine za SAP-jevo bazo podatkov. Tehnične namestitve za vsak Tip namestitve morajo biti ločene od Tehničnih namestitev, ki se uporabljajo za druge Tipe namestitev.

9.2.2. Installation Communication Rights and Restrictions
Pravice in omejitve pri komunikaciji med namestitvami.

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.
Med Tipom namestitve 1 in Tipom namestitve 2: Dvosmerna komunikacija (vključno s prenosi podatkov) je dovoljena med Programsko opremo ali Bazo podatkov tretje osebe v Tipih namestitve 1 in Programsko opremo v Tipih namestitve 2.

b) Between Type 1 Installation and Type 3 Installation:
Med Tipom namestitve 1 in Tipom namestitve 3:

i. 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.
Komunikacija (vključno s prenosi podatkov) na ravni baze podatkov je omejena na enkratni produkcijski prenos podatkov ("Začetno nalaganje podatkov") neposredno iz Baze podatkov tretje osebe v Tipu namestitve 1 v Programsko opremo SAP HANA v Tipu namestitve 3. Pojasnilo: Neomejeni prenosi podatkov neposredno iz Baze podatkov tretje osebe v Tipu namestitve 1 v Programsko opremo SAP HANA v ločenem, neprodukcijskem Tipu namestitve 3 so dovoljeni pred dokončanjem Začetnega prenosa podatkov.

ii. 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.
API na ravni aplikacije: Dovoljena je dvosmerna komunikacija (vključno s prenosi podatkov) prek API-jev na ravni aplikacije. "**API-ji na ravni aplikacije**" so aplikacijski programski vmesniki, dobavljeni kot del licenčne Programske opreme, kar ne vključuje nobenih aplikacijskih programskih vmesnikov/tehnologij, če se ti uporabljajo za komunikacijo z bazo podatkov ali replikacijo podatkov na ravni baze podatkov.

c) Between Type 2 Installation and Type 3 Installation:
Med Tipom namestitve 2 in Tipom namestitve 3:

i. 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.

Komunikacija na ravni SAP HANA: Komunikacija (vključno s prenosi podatkov) na ravni SAP HANA je omejena na enosmerne prenose podatkov neposredno iz Programske opreme v Tipih namestitve 3 v SAP HANA v Tipih namestitve 2.

ii. Application Level API Communication: Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted.
Komunikacija prek API-jev na ravni aplikacije: Dovoljena je dvosmerna komunikacija (vključno s prenosi podatkov) prek API-jev na ravni aplikacije.

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.
Vsa komunikacija (vključno s prenosi podatkov) med kakršnokoli tehnologijo in kakršnokoli Bazo podatkov tretje osebe, z izjemo zgoraj dovoljenih pravic komunikacije na ravni baze podatkov (vključno s prenosom podatkov), mora potekati izključno prek API-jev na ravni aplikacije in ne neposredno s tako Bazo podatkov tretje osebe.

10. STANDALONE USE FOR THIRD PARTY DATABASES
SAMOSTOJNA UPORABA ZA BAZE PODATKOV TRETJIH OSEB

10.1. If an Order Form referencing these Use Terms includes a Standalone Use restriction:
Če Naročilnica, ki se sklicuje na te Pogoje uporabe, vključuje omejitev Samostojne uporabe:

10.1.1. The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product.
Paketi, licencirani v skladu z Naročilnico, ki se sklicuje na te Pogoje uporabe, lahko zahtevajo bazo podatkov.

10.1.2. Neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software.
Naročilnica niti Pogodba ne vsebujeta licence za uporabo produktov baze podatkov, tudi če so vključeni ali predhodno nameščeni kot del take Programske opreme in/ali programske opreme tretje osebe;

10.1.3. Each database product is subject to its respective vendor license agreement.
Vsak produkt baze podatkov je predmet ustrezne licenčne pogodbe dobavitelja.

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 vendor.
SAP ne daje nobenih zagotovil ali garancij v zvezi s pogoji katerekoli licence ali delovanja katerekoli baze podatkov, pridobljene neposredno od zunanjega dobavitelja.

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.
Stranka je odgovorna za podporo in vzdrževanje vseh baz podatkov, pridobljenih od zunanjega dobavitelja, SAP pa v zvezi s tem nima nobenih odgovornosti.

11. PASS-THROUGH TERMS
POGOJI ZA POSREDOVANJE

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".
Za uporabo baz podatkov in direktorijev tretjih oseb lahko veljajo dodatni pogoji, ki jih zahtevajo SAP-jevi dobavitelji, kot je določeno v poglavju "Dodatni produkti" Dodatka 3, v Dodatku 4 "Pogoji za posredovanje za Baze podatkov tretjih oseb" oziroma Dodatku 5 "Pogoji za posredovanje za direktorije".

12. OPEN SOURCE SOFTWARE
ODPRTOKODNA PROGRAMSKA OPREMA

12.1.1. 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/.
Veljavni posebni pogoji, povezani z določenimi odprtokodnimi produkti, ki jih SAP da na voljo, so del veljavne dokumentacije o produktu ter veljajo za Strankino uporabo kakršnegakoli takega odprtokodnega produkta. Opredelitev odprte kode lahko najdete na naslovu www.opensource.org/.

13. SAP BEST PRACTICES
SAP-JEVE NAJBOLJŠE PRAKSE

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**").
Paketi programske opreme se lahko dobavijo z nastavitvami in matičnimi podatki, ki so bili predhodno konfigurirani, da ustrezajo splošnim zahtevam določenih panog ali držav ("**SAP-jeve najboljše prakse**").

13.2. It is Customer's responsibility to determine the feasibility of using SAP Best Practices as a basis for its own customizations and parametrizations of the SAP Software in a productive environment.
Strankina odgovornost je, da določi izvedljivost uporabe SAP-jevih najboljših praks kot osnovo za svoje prilagoditve nastavitev in parametrizacije SAP-jeve programske opreme v produkcijskem okolju.

14. SAP TOOLS
SAP-JEVA ORODJA

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 Agreement. The tools may not be transferred, either in whole or in part, into modified or created software.
Programska oprema, še posebej ABAP Workbench in SAP NetWeaver, vsebuje programska orodja. V skladu s Pogodbo sme Stranka za ustvarjanje Sprememb ali Dodatkov za SAP-jevo programsko opremo uporabljati samo ta orodja. Orodij ni dovoljeno prenašati, ne v celoti ne delno, v spremenjeno ali ustvarjeno programsko opremo.

15. FUNCTION MODULES
FUNKCIJSKI MODULI

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 Agreement.
Programska oprema lahko vsebuje funkcijske module, ki so shranjeni v knjižnici funkcij. Nekateri od teh funkcijskih modulov nosijo oznako za prenos v spremenjeno ali na novo kreirano programsko opremo. Samo te funkcijske module lahko Stranka prenese v Spremembe ali Dodatke programske opreme. Funkcijskih modulov ni dovoljeno spreminjati ali dekompilirati, razen če je to dovoljeno v skladu s Pogodbo.

Exhibit 1 - Legacy SBOP Software

Legacy SBOP

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

Dodatek 1 - Obstoječa SBOP-programska oprema

Obstoječa SBOP-programska oprema

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

Exhibit 2 - Named User Metrics and Package Metrics
Dodatek 2 – Metrike za uporabnike tipa Named User in Metrike za Pakete

1. SAP NAMED USER – CROSS LINE OF BUSINESS
SAP NAMED USER – ZA VEČ DEJAVNOSTI DRUŽBE

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.
Uporabnik tipa SAP Developer User je uporabnik tipa Named User, ki ima dostop do razvojnih orodij, priloženih licenčni Programski opremi, za namene Spreminjanja in/ali izdelave Dodatkov za licenčno Programsko opremo. Uporabnik tipa SAP Developer User ima tudi pravice uporabnika tipa 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 those learning solutions are licensed.
Uporabnik tipa SAP Learning User je uporabnik tipa Named User, ki ima dostop izključno do navedenih rešitev za učenje na SAP-jevem ceniku, pod pogojem, da so te rešitve za učenje licencirane.

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.
Uporabnik tipa SAP Professional User je uporabnik tipa Named User, pooblaščen za opravljanje vlog, povezanih s poslovanjem, sistemsko administracijo in upravljanjem, ki jih podpira licenčna Programska oprema (razen SBOP), in vključuje tudi pravice uporabnikov tipov SAP Project User, SAP Logistics User, SAP Industry Portfolio User, SAP Worker User in 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):
Uporabnik tipa SAP Project User je uporabnik tipa Named User z dovoljenjem za opravljanje ene ali več naslednjih vlog, ki jih podpira licenčna Programska oprema (z izjemo 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;
vodenje projektov, vključno z upravljanjem virov, povezanih s projektom, ustvarjanjem v zvezi s projektom, spremembe in prikaz ponudb, naročil in obračunov v SAP ERP, knjigovodstvo za posamezne projekte, priprava zahtev za nakup, naročilnic in obrazcev za vnos storitev v zvezi s projektom;

b) product and project related reporting;
poročanje o produktih in projektih;

c) managing project-related revenues and expenses;
upravljanje prihodkov in stroškov v zvezi s projektom;

d) viewing Accounts Receivable (A/R) General Ledger (G/L) postings;
pregled vknjižb Terjatev v Glavni knjigi;

e) controlling access and releasing product data and recipes in collaborative product development scenarios;
nadzor dostopa in objava podatkov o produktih in receptur v skupnih scenarijih razvoja produkta;

f) viewing and approving changes through engineering records;
pregled in odobritev sprememb z zapisi inženiringa:

g) managing change through engineering records;
upravljanje sprememb z zapisi inženiringa;

h) collaborating in cFolders and;
sodelovanje v cFolders in;

i) interfaces to 3rd party authorized authoring tools.
vmesniki za avtorska orodja s pooblastili tretjih oseb.

The SAP Project User also includes the rights granted under the SAP Manager Self-Service User.
Uporabnik tipa SAP Project User vključuje tudi pravice uporabnika tipa SAP Manager Self-Service User.

2. SAP NAMED USER – LINE OF BUSINESS
SAP NAMED USER – DEJAVNOST DRUŽBE

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:
Uporabnik tipa SAP Employee User je uporabnik tipa Named User, ki ima dovoljenje za opravljanje naslednjih vlog, ki jih podpira licenčna Programska oprema (z izjemo SBOP), vse izključno za lastne potrebe in ne za korist oziroma v imenu drugih posameznikov:

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;
Uporaba (brez pravice do spreminjanja in/ali prilagajanja) standardnih in interaktivnih poročil, povezanih le s tistimi nalogami uporabnika SAP Employee User, ki so navedene v tej opredelitvi in so del licenčne Programske opreme;

b) travel planning / expense reporting self-services;
Načrtovanje potovanj/samopostrežne storitve poročanja o stroških;

c) perform procurement self-services; and
Izvedba samopostrežne nabave; ter

d) room reservation self-services.
Samopostrežne storitve rezervacije sob.

The SAP Employee User also includes the rights granted under the SAP Learning User and the SAP Employee Self-Service User.
Uporabnik tipa SAP Employee User vključuje tudi pravice uporabnikov tipa SAP Learning User in 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:

Uporabnik tipa SAP Employee Self-Service User je uporabnik tipa Named User, pooblaščen za izvajanje vloge samopostrežnih kadrovskih storitev za:

a) employee time and attendance entry;
Vnos časa in prisotnosti za zaposlenega;

b) employee appraisals;
Ocene zaposlenih;

c) talent and skill profiles; and
Profili talentov in znanj; in

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.
Usklajevanje profilov, ki jih podpira licenčna Programska oprema (z izjemo SBOP), vse izključno za lastne potrebe in ne za korist oziroma v imenu drugih posameznikov.

The SAP ESS User also includes the rights granted under the SAP Employee Self-Service Core User.
Uporabnik tipa SAP ESS User ima tudi pravice uporabnika tipa 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:
Uporabnik SAP Employee Self-Service Core User je uporabnik tipa Named User, ki ima dovoljenje za opravljanje naslednjih kadrovskih samopostrežnih storitev, ki jih podpira licenčna programska oprema (z izjemo SBOP), vse izključno za lastne potrebe in ne za korist ali v imenu drugih posameznikov:

a) employee records maintenance;
Vzdrževanje zapisov o zaposlenih;

b) employee directory;
Direktorij zaposlenih;

c) benefits and payment;
Ugodnosti in plačilo;

d) leave management; and
Upravljanje dopustov; in

e) E-Recruiting.
E-kadrovanje.

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:
Poleg tega ima uporabnik tipa SAP Employee Self-Service (ESS) Core User tudi dostop do "Ne-SAP-jeve vsebine" na Strankinem "SAP-jevem portalu", če Ne-SAP-jeve vsebine ne zahtevajo ali povzročijo Uporabe licenčne Programske opreme (razen dostopanja do takih Ne-SAP-jevih vsebin na Strankinem SAP-jevem portalu). V skladu z opredelitvijo pojma ESS Core User definition:

i. "Non-SAP Content" means information created through no Use of the licensed Software; and
"Ne-SAP-jeva vsebina" pomeni podatke, ustvarjene brez Uporabe licenčne Programske opreme; in

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.
"SAP-jev portal" pomeni vsak portal, ki ga ustvari Stranka z Uporabo Programske opreme SAP Enterprise Portal (kot je dobavljeno z licenčno Programsko opremo SAP NetWeaver), ki uporabnikom tipa Named User z ustrezno licenco nudi skupno dostopno točko, prek katere lahko Uporabljajo SAP-jevo licenčno Programsko opremo.

2.4. SAP Logistics User is a Named User solely authorized to perform the following tasks for the applicable licensed Software (excluding SBOP):
Uporabnik tipa SAP Logistics User je uporabnik tipa Named User z dovoljenjem izključno za naslednje naloge za ustrezno licenčno Programsko opremo (razen 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.
Upravljanje prevoza: Iskanje tovorne pogodbe, sledenje določene pošiljke in podobne dejavnosti, posodabljanje matičnih podatkov (tarife, prevozne poti, lokacije), upravljanje vnosov zahtev za prevoz, načrtovanje prevozov, odgovarjanje na RFP (zahteva za ponudbo) za pregledovanje in potrjevanje dogodkov, preverjanje izračuna stroškov in podobne dejavnosti.

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.
Upravljanje skladišč: Potrditev prevzema in uskladiščenja blaga, dekonsolidacija blaga ob prevzemu, komisioniranje na točkah komisioniranja, upravljanje premikov zalog vključno z dopolnitvijo, priprava proizvodnje in vnos inventurnih rezultatov, pakiranje ali potrjevanje VAS (storitve z dodano vrednostjo) in izvajanje dejavnosti načrtovanja terminov za nakladalno rampo. Uporabniki tipa SAP Logistics User lahko dostopajo do Programske opreme z radiofrekvenčnimi mobilnimi napravami.

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.
Sledenje: Pregledovanje serijskih in/ali drugih objektov sledenja, kot je poizvedovanje o trenutni ali pretekli lokaciji oziroma ugotavljanje življenjskega cikla izdelka, dostop do rešitev za sledenje produktov, poročanje o premiku blaga ali prikaz poročil sledenja, pregledovanje statusov določenih pričakovanih ali nepričakovanih dogodkov v oskrbovalni verigi, npr. zapoznele dobave prodajnih nalogov, spremembe potrditve naročila in izvedbe potrditve ali spremembe dogodkov v oskrbovalni verigi, npr. posodobitve ali spremembe datuma ali količine proizvodnega naloga.

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.
Neposredna dobava v trgovine: Za podporo zmožnosti v zalednem vmesniku Izvajanje logistike - Neposredna dobava v trgovine, ki omogoča določene funkcije Neposredne dobave v trgovine za: Matične podatke; Pogoje za dogovore; Nadzor obiskov; Načrtovanje transporta; Optimizacijo prostora v vozilu; Potrditev natovarjanja; Nadzor izdaje; Pretovarjanje; Vidnost zaloge; Obračunavanje poti.

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
Logistika skladišč na prostem: Za potrditev prihodov in odhodov transportov, načrtovanje dejavnosti skladišč na prostem, izvajanje načrtovanja prevzema, izvajanje premikov po skladišču na prostem, izvajanje čiščenja in drugih dodatnih dejavnosti, prihod na vrata in odhod, beleženje meritev, upravljanje zaloge v skladišču na prostem ter izvajanje dejavnosti načrtovanja terminov za nakladalno rampo.

For Customer employees, the SAP Logistics User also includes the rights granted under the SAP Employee User
Uporabnik tipa SAP Logistics User za Strankine zaposlene vključuje tudi pravice uporabnika tipa 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):
Uporabnik tipa SAP Maintenance Worker User je uporabnik tipa Named User, ki dela v Strankinih proizvodnih prostorih ali je vzdrževalec, ki ima dovoljenje izključno za opravljanje ene ali več naslednjih vlog, ki jih podpira licenčna Programska oprema (z izjemo SBOP):

a) display work instructions, and document activities and operations;
Prikaz delovnih navodil ter dokumentiranje dejavnosti in postopkov;

b) confirm goods receipts, goods issues, stock movements and completion confirmations into maintenance work orders;
Potrjevanje prevzema blaga, izdaje blaga, premikov zaloge in potrdil o dokončanju v delovnih nalogih za vzdrževanje;

c) enter production order confirmations;
Vnos potrditev proizvodnih nalogov;

d) record product or production information, e.g. quality inspection results or plant/process/equipment data;
Beleženje podatkov o produktih ali proizvodnji, npr. rezultatov nadzora kakovosti ali podatkov o obratu/postopku/opremi;

e) enter production issues and related service requests;
Vnos proizvodnih težav in povezanih zahtev za storitve;

f) submit purchase requisitions for tools, spare parts for production equipment, etc…;
Pošiljanje zahtevkov za nakup orodij, rezervnih delov za proizvodno opremo itd.;

g) confirm maintenance notifications;
Potrjevanje obvestil o vzdrževanju;

h) enter service requests and service entry sheet;
Vnos zahtev za storitve in obrazcev za vnos storitev;

i) any maintenance activities, reporting or dash-boarding related to the items set forth above.
Vse dejavnosti vzdrževanja, poročanje o zgoraj navedenih postavkah in njihov prikaz v nadzorni plošči.

The SAP Worker User also includes the rights granted under the SAP Employee User.
Uporabnik tipa SAP Worker User ima tudi pravice uporabnika 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.
Uporabnik tipa SAP Business Partner User je uporabnik tipa Named User, ki je zaposlen pri Poslovnem partnerju in dostopa do licenčne Programske opreme (razen SBOP) izključno za opravljanje operativnih nalog znotraj standardnih scenarijev medpodjetniškega poslovanja.

2.7. SAP Manager Self-Service User is a Named User authorized to perform 1 or more of the following manager self-services roles:
Uporabnik tipa SAP Manager Self-Service User je uporabnik tipa Named User, ki ima dovoljenje za opravljanje ene ali več naslednjih vlog samopostrežnih storitev upraviteljev:

a) request administrative changes using processes and forms contained within Human Capital Management;
Zahtevanje administrativnih sprememb z uporabo postopkov in obrazcev v sklopu Upravljanja človeškega kapitala;

b) create requisition requests and candidate assessments;
Priprava zahtevkov za naročilo in ocenjevanje kandidatov;

c) perform talent assessments and appraisals;
Ocenjevanje talentov;

d) plan and approve compensation;
Načrtovanje in odobritev nadomestil;

e) view budget overviews;
Ogled pregledov proračuna;

f) organize project management tasks;
Organizacija nalog za vodenje projektov;

g) perform planning tasks;
Izvedba nalog načrtovanja;

h) approve travel requests and expenses; and

Odobritev zahtev za potovanje in stroškov; ter

i) perform HR and procurement workflow tasks related to the manager's direct report or business unit/department.
Opravljanje nalog delovnega toka HR in nabave, povezanih z neposredno podrejenimi vodje ali poslovno enoto/oddelkom.

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.
Te vloge morajo biti neposredno povezane z zaposlenimi in poslovno enoto/oddelkom, za katere je odgovoren manager, in ki jih podpira licenčna Programska oprema (razen SBOP) ter so povezane le z Upravljanjem človeškega kapitala. Uporabnik tipa SAP Manager Self-Service User ima tudi pravice uporabnika tipa SAP Employee User.

3. SAP NAMED USER – INDUSTRY
SAP NAMED USER – PANOGA

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 those packages are licensed. 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.
Uporabnik tipa SAP Industry Portfolio User je uporabnik tipa Named User, ki ima dostop izključno do navedenih panožnih paketov na SAP-jevem ceniku, če so ti paketi licencirani. Uporabnik tipa SAP Industry Portfolio User ne sme dostopati do drugih SAP-jevih rešitev ali komponent rešitev. Uporabnik tipa SAP Industry Portfolio User ima tudi pravice uporabnika tipa SAP Employee User.

3.2. External business partners in the Insurance industry collaborating with the Customer need to be licensed as SAP Industry Portfolio Users. Those business partners are not entitled to access other SAP solutions or solution components besides the specified industry packages.
Zunanji poslovni partnerji v zavarovalništvu, ki sodelujejo s Stranko, morajo imeti licenco za uporabnika tipa SAP Industry Portfolio User. Ti poslovni partnerji ne smejo dostopati do drugih SAP-jevih rešitev ali komponent rešitev, razen navedenih panožnih paketov.

4. SAP NAMED USER - PLATFORM USER
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.
Uporabnik tipa SAP Platform User je uporabnik tipa Named User, ki ima dovoljenje za Uporabo licenčne Programske opreme prek ločene SAP-jeve, Partnerjeve ali Strankine aplikacije, ki se povezuje in/ali komunicira s SAP-jevo programsko opremo prek objavljenih SAP-jevih aplikacijskih programskih vmesnikov.

Remaining Metrics
Preostale metrike
Remaining metrics - A
Preostale metrike – A

5. ASSETS
SREDSTVA

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.
Sredstva so glavni zapisi, opredeljeni kot kosi opreme, ki jih je Stranka določila v svojem sistemu kot pomembne za delovanje in jih bo modelirala ter nadzorovala programska oprema. Glavni zapis opreme je mogoče konfigurirati kot en sam kos opreme (npr. žerjav) ali kot "večdelno opremo" (kjer inventar vsebuje npr. 100 vrtalnikov); v obeh primerih se za določitev cene šteje le en glavni zapis opreme.

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 legal entity in a fiscal year.
Sredstva, ki jih upravlja zavarovalnica, ki uporablja produkt, so vsota vseh upoštevnih finančnih sredstev, razkritih v najnovejšem letnem poročilu pravne osebe v poslovnem letu.

If Customer does not disclose a comprehensive annual statement, Customer must report the respective information to SAP on an annual basis.
Če Stranka ne razkrije celovitega letnega poročila, mora vsako leto sporočiti ustrezne podatke SAP-ju.
If the product is licensed only for a subdivision of the insurance company, the respective license contract requires an explicit definition.
Če je za produkt izdana licenca le za pododdelek zavarovalnice, je za ustrezno licenčno pogodbo potrebna izrecna opredelitev.
For non-Insurance companies, the revenue of the company is used as the basis for the calculation of the price.
Za družbe, ki niso zavarovalnice, se kot osnova za izračun cene uporabi prihodek družbe.

Remaining metrics - B
Preostale metrike – B

6. BARREL OF OIL EQUIVALENT PER DAY (BOEPD)
EKVIVALENT SODČKA NAFTE NA DAN (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.
Ekvivalent sodčka nafte na dan (BOEPD) je merska enota, ki se uporablja v naftni in plinski industriji ter omogoča združevanje proizvedene, načrtovane ali prodane količine ogljikovodikov iz konvencionalnih in nekonvencionalnih virov v obdobju predhodnih zaporednih 12 mesecev.

7. BUDGETS
PRORAČUNI

7.1. Total annual budgets are the total annual public sector budgets of the Customer (i.e. agency, institution, program or department) based on current budget period.
Skupni letni proračuni so skupni letni proračuni za javni sektor Stranke (npr. agencije, ustanove, programa ali oddelka) glede na trenutno proračunsko obdobje.

8. BUSINESS PARTNERS
POSLOVNI PARTNERJI

8.1. Business Partners are natural persons, a group of persons, or 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.
Poslovni partnerji so fizične osebe, skupina oseb ali pravne osebe, ki imajo kakršnokoli poslovno razmerje z družbo ali agencijo javnega sektorja. Število poslovnih partnerjev za določitev cen rešitve je omejeno na kontekst Programske opreme, ki se licencira.

8.1.1. For online application submission management: Business partners is defined as:
Za upravljanje spletnega oddajanja zahtevkov je Poslovni partner opredeljen kot:

- **For banking customers** as the number of customers with financial transactional data within the last 2 years.
  Za bančne stranke kot število strank s podatki o finančnih transakcijah za zadnji dve (2) leti.
- **For insurance customers** as the number of insurants
  Za zavarovalniške stranke kot število zavarovancev.
- **For Public Sector customers** as citizens
  Za stranke Javnega sektorja kot državljane.

Remaining metrics - C
Preostale metrike – C

9. CASH FLOWS
DENARNI TOKOVI

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.
Denarni tokovi so skupno število transakcij denarnih tokov (plačilo ali prejem), ki jih aplikacija obdela na dan. (Upoštevajte, da sta pri prejemu običajno dve transakciji denarnega toka, pričakovani prejem in dejanski prejem). Osnova za meritev je največje število denarnih tokov na dan.

10. CONTACTS
STIKI

10.1. Contacts are number of unique records of customers, prospects, employees, business partners, constituents and/or commission recipients within the context of the Software.
Stiki so število enoličnih zapisov o strankah, perspektivnih strankah, zaposlenih, poslovnih partnerjih, udeležencih in/ali prejemnikih provizije v povezavi s Programsko opremo.

11. CONTRACTS
POGODBE

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.
Pogodbe so pogodbe (ki se uporabljajo v vseh dejavnostih, vključno z nakupi, prodajami, pravnimi zadevami, upravljanjem partnerjev, človeškimi viri, nepremičninami in vsemi drugimi dejavnostmi znotraj organizacije), ki jih družba namerava obravnavati v aplikaciji.

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.
Za oskrbovalno industrijo: Pogodbe so pogodbe med oskrbovalnim podjetjem in poslovnim partnerjem za nudenje storitev poslovnemu partnerju. Zato je treba za vsako storitev skleniti ločeno pogodbo, po kateri ima oskrbovalno podjetje pogodbo s svojo stranko (npr. oskrbovalno podjetje poslovnega partnerja oskrbuje z elektriko, razsvetljavo, plinom in daljinskim ogrevanjem, za kar je treba skleniti štiri ločene pogodbe). Upoštevajo se vse pogodbe, shranjene v sistemu, z datumom konca veljavnosti na sistemski datum ali pozneje.

For the sectors below the following division categories of the SAP Utilities system need to be considered:
Za spodnje dejavnosti je treba upoštevati naslednje tipe panog sistema SAP Utilities:

- Energy:
  Energija:
- Electricity
  Električna energija
- Gas
  Plin
- District heating
  Daljinsko ogrevanje
- Waste Management
  Ravnanje z odpadki
- Mutual help
  Medsebojna pomoč
- For all sectors
  Za vse dejavnosti

- Water:
  Voda:
- Water
  Voda
- Waste Water
  Odpadna voda

11.1.2. For prepayment for utilities for SAP S/4HANA: Contracts contain all utility contracts which are operated via prepayment.

Za predplačilo za oskrbovalna podjetja za SAP S/4HANA: Pogodbe vsebujejo vse pogodbe z oskrbovalnimi podjetji, ki delujejo s predplačili.

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.
Za bančno industrijo: Pogodbe so sklenjene med banko in fizičnimi osebami (maloprodaja) ali pravnimi osebami (trgovci). Pogodba je lahko npr. račun, vezana vloga, posojilo, izvedeni finančni instrument za trgovanje prek okenca, terminska kupoprodaja deviz, transakcija na denarnem trgu ali postavka v finančnih instrumentih, s katerimi se trguje na borzi. Upoštevati je treba račune in posojila, ki se upravljajo v zunanjih sistemih, so vključeni v krovno pogodbo, so del stranskega dogovora ali pripravljeni za davčni obračun. V sklopu refinanciranja se licencirajo le upravljane pogodbe, razvrščene kot razpoložljiva sredstva.

Contracts include:

V pogodbe je vključeno naslednje:

- loans or mortgage products
  Posojila ali hipotekarni produkti.
- deposits, savings or current accounts (including internal accounts)
  Depoziti, varčevalni računi ali transakcijski računi (vključno z internimi računi).
- Derivatives, which are financial instruments whose value is based on another security
  Izvedeni finančni instrumenti, ki so finančni instrumenti, katerih vrednost je odvisna od drugega vrednostnega papirja.
- Securities transactions, e.g. spot plus forward deals, money marked/foreign exchange transactions, etc.
  Transakcije z vrednostnimi papirji, npr. promptni in terminski posli ter transakcije na denarnem trgu/devizne transakcije itd.

Contracts for leasing are operational, finance, capital leases, hire purchases, loans and/or other contracts which are processed in the solution

Pogodbe o lizingu so pogodbe o poslovnem najemu, finančnem najemu, finančnih zakupih, nakupih s pridržanim lastništvom, posojilih in/ali druge pogodbe, ki se obdelujejo v rešitvi.

Contracts for refinancing can additionally be credit cards, drawings in a syndicate loan or trade receivables.

Pogodbe za refinanciranje so lahko tudi kreditne kartice, črpanja posojila bančnega konzorcija ali terjatve do kupcev.

12. CORES
JEDRA

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.
Jedra so število jeder v procesorjih, razpoložljivih za uporabo z licenčno programsko opremo. Število licenc za Jedro mora biti celo število. Pri štetju fizičnih Jeder se upošteva in šteje vsako Jedro fizičnega procesorja, ki poganja vsaj del licenčne Programske opreme, vključno s tistimi, začasno dodeljenimi ali načrtovanimi za obdelovanje v času konic.

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.

Pri štetju virtualnih Jeder se šteje vsako virtualno Jedro, ki poganja vsaj del licenčne Programske opreme, vključno s tistimi, ki so začasno dodeljena ali načrtovana za obdelovanje v času konic.

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.

Če se bo licenčna Programska oprema izvajala v popolnoma virtualnem okolju, se fizična Jedra ne bodo upoštevala. V pojasnilo: "Jedro", kot je opredeljeno v tej opredelitvi metrike, je drugačno od "jedra" v opredelitvi metrike za katerokoli licenčno Programsko opremo na podlagi procesorja (če obstaja) in zato ne velja v tistem smislu.

13. COSTS
STROŠKI

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.
Ocena stroškov odpisa osnovnih sredstev je obseg ocen stroškov, obravnavanih v rešitvi. Obseg ocene stroškov je enak vsoti vrednosti poravnav (pričakovani stroški na datum predvidenega odpisa) vseh postavk ocene stroškov iz načrtov ocene stroškov vseh obveznih odpisov osnovnih sredstev, ki jih obravnava SAP Asset Retirement Obligation Management. Če Stranka uporablja več kot en računovodski standard, se obseg ocene stroškov izračuna za vsak računovodski standard posebej. Najvišja od teh vrednosti bo uporabljena za določitev cene. Obseg ocene stroškov je določen na podlagi obsega, veljavnega zadnji dan poslovnega leta. Upoštevani bodo samo odpisi osnovnih sredstev, aktivni na ta dan.

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.
Stroški prodanega blaga so vsi stroški, neposredno povezani s proizvodnjo blaga ali storitev, ki jih družba proda letno (npr. material, delo, splošni stroški in amortizacija). Ne vključujejo stroškov prodaje, splošnih in administrativnih stroškov ali stroškov raziskav in razvoja. Če stroški prodanega blaga niso znani, potem predstavljajo 70 % skupnega prihodka družbe.

13.2.1. For Service Parts Planning: Costs of goods sold refers to the inventory value for the service parts business.
Za Service Parts Planining: Stroški prodanega blaga pomenijo inventurno vrednost za podjetje z nadomestnimi deli.

Remaining metrics - D

14. DATABASE SIZES
VELIKOSTI BAZ PODATKOV

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).
Velikosti baz podatkov so velikosti baz podatkov produkcijskih sistemov in se izračunajo za vsak sistem posebej (tj. za vsak sistem ERP, BI in CRM).

14.2. 1.5 Terabyte accumulated database sizes are the database sizes of all productive SAP systems where the Customer uses SAP Landscape Transformation.
Akumulirana velikost baz podatkov 1,5 terabajta je skupna velikost baz podatkov vseh produkcijskih SAP-jevih sistemov, kjer Stranka uporablja SAP Landscape Transformation.

15. DEPLOYMENTS
POSTAVITVE

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.
Postavitve so posamezne namestitve komponente odložišča sistema v sklopu programske opreme SAP BusinessObjects BI Platform (za katero mora Imetnik licence pridobiti licenco) ali Crystal Reports Runtime Engine (za katero mora Imetnik licence pridobiti licenco). Če je omogočena funkcija podpore za več najemnikov Platforme BI, velja vsak posamezni najemnik kot ločena postavitev za namene licenciranja.

16. DEVICES
NAPRAVE

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.
Naprave so vsi deli opreme ali strojne opreme, za katero Programska oprema upravlja enolični račun, kar med drugim vključuje: prehode, terminale, terminale prodajnega mesta, prenosnike, ročne naprave, tablice, dlančnike, pametne telefone, televizije z internetno povezavo, merilne naprave, naprave, nameščene v vozilu, ali druge z omrežjem povezane naprave.

17. DOCUMENTS
DOKUMENTI

17.1. Documents are single instances of the output data files generated by the product annually.
Dokumenti so posamezni primerki izhodnih podatkovnih datotek, ki jih produkt generira na leto.

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.
Za SAP-jeve rešitve družbe OpenText: Dokumenti so posamezni primerki podatkovnih datotek, ki jih produkt obdela na leto, kot jih prešteje rešitev. Primeri dokumentov so: računi, prodajni nalogi, potrdila naročil in avize plačil.

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.
Za SAP S/4HANA for waste and recycling, dodatek družbe PROLOGA za okolijske storitve: Dokumenti, ki predstavljajo dnevno naročilo za odstranjevanje odpadkov, dodatni dokumenti o odstranjevanju in letni občinski računi se štejejo.

17.4. For SAP S/4HANA Utilities extensions for meter to cash processes by PROLOGA, SAP counts the following as Documents:
Za razširitve SAP S/4HANA Utilities za postopke Meter-to-Cash družbe PROLOGA, SAP šteje za dokumente naslednje:

a) “Points of Delivery” (PoDs) related to gas installations whereas 5.000 PoDs represent 1 Document;
"Lokacije dobave", povezane s plinskimi napravami, pri čemer 5.000 lokacij dobave predstavlja 1 Dokument;

b) “Meter Reading documents” downloaded to mobile order management whereas 100.000 Meter Reading documents represent 1 Document;
"Dokumenti odčitavanja števcev", preneseni v Mobile Order Management, pri čemet 100.000 dokumentov odčitavanja števcev predstavlja 1 Dokument;

c) Received “Nominations” whereas 2.500 Nominations represent 1 Document;
Prejeta "Imenovanja", pri čemer 2.500 Imenovanj predstavlja 1 Dokument;

d) “Shippers” (Marketers) assigned in the system whereas 10 Shippers represent 1 Document.
"Odpremniki" (Tržniki), dodeljeni v sistemu, pri čemer 10 Odpremnikov predstavlja 1 Dokument.

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):
Dokumenti za SAP Digital Access in/ali dokumenti za SAP S/4HANA Digital Access (dokumenti so opredeljeni v nadaljevanju in kategorizirani znotraj naslednjih Tipov dokumentov):

17.5.1. Sales Document is:
Prodajni dokument je:

a) a line item record that represents the material and/or service being sold or quoted; and/or
Zapis postavke, ki predstavlja material in/ali storitev, ki se prodaja ali ponuja; in/ali

b) a record that represents an individual order/release against a scheduling agreement which indicates the material and/or service being sold.
Zapis, ki predstavlja posamezno naročilo/izdajo glede na pogodbo, ki označuje material in/ali storitev, ki se prodaja.

17.5.2. Purchase Document is:
Nabavni dokument je:

a) a line item record that represents the material and/or service being ordered or requested; and/or
Zapis postavke, ki predstavlja material in/ali storitev, ki je naročena ali zahtevana; in/ali

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

Zapis, ki predstavlja izdajo glede na pogodbo, ki označuje material in/ali storitev, ki se kupuje.

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.
Račun za zapis postavk, ki predstavlja gradivo in/ali storitev, ki se zaračunava. Le za SAP S/4HANA Digital Access Račun vključuje tudi zapis postavk, ki predstavlja opis gradiva, ki se kupuje, vključno z imenom, številko in količino gradiva.

17.5.4. Manufacturing Document is:
Proizvodni dokument je:

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
Zapis, ki predstavlja podrobnosti o proizvodnji, povezane s proizvodnjo materiala, vključno z vrsto, količino in barvo materiala, ki se izdeluje, čas in lokacijo zahtevane izdelave in/ali druge posebne značilnosti; in/ali

b) a record that represents a confirmation which indicates the status of the processing activities associated with manufacturing orders.
Zapis, ki predstavlja potrditev, ki navaja status dejavnosti postopka, povezanih s proizvodnimi nalogi.

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.
Dokument materiala je zapis postavk, ki predstavlja specifični material, ki se prejema, izdaja ali posreduje na skladiščno lokacijo ali obrat, iz ali znotraj njiju.

17.5.6. Quality Management Document is:
Dokument upravljanja kakovosti je:

a) a record that represents the details of a nonconformance being reported including the information required for problem solving; and/or
Zapis, ki predstavlja podrobnosti o sporočeni neustreznosti, vključno s potrebnimi podatki za reševanje težave; in/ali

b) a record that represents results of an inspection.
Zapis, ki predstavlja rezultate pregleda.

For S/4HANA Digital Access only: a Quality Management Document shall also include a record that represents the details of a nonconformance.
Le za S/4HANA Digital Access: Dokument upravljanja kakovosti vključuje zapis, ki predstavlja podrobnosti o neustreznosti.

17.5.7. Service & Maintenance Document is:
Dokument storitev in vzdrževanja je:

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
Zapis, ki predstavlja podrobnosti o delu, ki mora biti opravljeno, vključno s podatki, potrebnimi za načrtovanje, izvedbo in zaračunavanje zahteve za storitev ali vzdrževanje; in/ali

b) a record that represents the details of a problem being reported including the information required for problem solving; and/or
Zapis, ki predstavlja podrobnosti o sporočeni težavi, vključno s potrebnimi podatki za reševanje težave; in/ali

c) a record that represents the status of the processing associated with service orders and maintenance orders; and/or
Zapis, ki predstavlja status obdelave, povezane s storitvenimi nalogi in nalogi za vzdrževanje; in/ali

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 document.
Zapis, ki predstavlja strankin zahtevek za popravilo ali zamenjavo ali nadomestilo za nezadostno zmogljivost v skladu s pogoji iz garancijskega dokumenta.

17.5.8. Financial Document is a line item record that represents accounting information in a financial journal.
Finančni dokument je zapis postavk, ki predstavlja računovodske podatke v finančnem dnevniku.

17.5.9. Time Management Document is:
Dokument upravljanja časa je:

a) a record that represents an employee's time worked and assigned to business related objects; and/or
Zapis, ki predstavlja čas, ko je zaposleni delal in je bil dodeljen na objekte, povezane s poslom; in/ali

b) a record that represents deviations from an employee's assigned work schedule and/or pay rate.
Zapis, ki predstavlja odstopanja od delovnega načrta, dodeljenega zaposlenemu in/ali od plače.

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.
Za SAP Document and Reporting Compliance, izdaja na lokaciji: Dokumenti so elektronski dokumenti, ki se letno ustvarijo, pošljejo ali prejmejo prek produkta. Primeri dokumentov so: Strankin račun, dobaviteljev račun, dobropis, naročilnica, dobavnica, prometna listina, zahteva za registracijo prevoza, zahteva za registracijo računa, povzetek dokumenta, davčno potrdilo, davčno poročilo.

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.
Za SAP Extended Warehouse Management: SAP S/4HANA Supply Chain za razširjeno upravljanje skladišča in SAP S/4HANA za proizvodno logistiko se štejejo vsi prevzemi blaga, knjiženja izdaj blaga ter priprava komponent za proizvodnjo.

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.
Za SAP S/4HANA za pomožno knjigo finančnih produktov, možnost za zavarovalnice, osrednji postopki: Dokumenti so vnosi v dnevnik pomožne knjige, upravljani s programsko rešitvijo. Vnosi v dnevnik se štejejo po standardih GAAP na ravni glave za obdobje poslovnega leta.

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.

Za SAP S/4HANA za pomožno knjigo finančnih produktov, bančniška opcija, dodatek za vrednotenje in SAP S/4HANA za pomožno knjigo finančnih produktov, bančniška opcija, dodatek za nadzor in razkritje: Štejejo se osrednji postopki za temeljne dokumente za SAP S/4HANA za pomožno knjigo finančnih produktov, bančniška opcija.

Remaining metrics - E
Preostale metrike – E

18. EMPLOYEES
ZAPOSLENI

18.1. Employees are individuals, working for a company or legal entity that is licensing the functionality of the package, regardless of employment status (e.g. part time, full time, leave of absence, or contract worker).
Zaposleni so posamezniki, ki delajo za družbo, ali pravni subjekt, ki licencira funkcijo paketa, ne glede na status zaposlitve (npr. skrajšani delovni čas, polni delovni čas, dovoljena odsotnost ali pogodbeni delavec).

18.1.1. For HCM solutions, employees are included in the metric count as long as they are processed in the system.
Za rešitve HCM so zaposleni vključeni v metrično štetje, če se obdelujejo v sistemu.

18.1.2. For payroll processing purposes, retirees are included in the metric count as long as they are processed in the system.
Za namene obdelave obračunov plač so upokojenci vključeni v metrično štetje, če se obdelujejo v sistemu.

18.1.3. For SAP S/4HANA 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.
Za SAP S/4HANA Defense & Security: Zaposleni so število ekvivalentov s polnim delovnim časom, zaposlenih v organizaciji, vključno z vojaškim in civilnim osebjem ter rezervisti. Izračunajo se tako: Zaposleni = Vojaško osebje x 1.0 + Rezervisti x 0.5 + Civilisti x 0.5.

19. ENTITIES
SUBJEKTI

19.1. Entities are the total number of legal entities that have to be incorporated into the financial account closing activity.
Subjekti so skupno število pravnih subjektov, ki morajo biti vključeni v dejavnosti zapiranja finančnega računa.

19.2. For SAP Document and Reporting Compliance for S/4HANA: 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.
Za SAP Document and Reporting Compliance za S/4HANA: Subjekti so število matičnih številk podjetij v državi poročanja, za katero rešitev generira ali prejema elektronske dokumente ali poročila v pogodbenem letu. Vsaka kombinacija matične številke podjetja in kode države velja za posamezen subjekt.

Remaining metrics - F
Preostale metrike - F

20. FLAT FEE
PAVŠAL

20.1. Flat fee is the fixed package license fee for the software.
Pavšal je fiksna licenčnina za paket programske opreme.

Remaining metrics - G
Preostale metrike - G

21. GIGABYTES
GIGABAJTI

21.1. Gigabytes (GB) refer to the storage capacity equivalent to 1024^3 bytes.
Gigabajti (GB) se nanašajo na velikost prostora za shranjevanje, ki obsega 1024^3 bajtov.

Remaining metrics - H
Preostale metrike – H

None listed.
Ni navedeno.

Remaining metrics - I
Preostale metrike – I

22. INSTALLATIONS
NAMESTITVE

22.1. Installations are instances of the software installed at a designated device.
Namestitve so primerki programske opreme, nameščeni na določeni napravi.

23. INSTANCES
PRIMERKI

23.1. Instances are unique connections to a single specified application or technology type.
Primerki so enolične povezave do posamezne vrste določene aplikacije ali tehnologije.

24. ITEMS
POSTAVKE

24.1. Items represent entities managed in the Software.
Postavke predstavljajo enote, ki se upravljajo v Programski opremi.

24.1.1. For SAP S/4HANA for cards management, additional cards: Items are the number of active cards stored in the system per calendar year.
Za SAP S/4HANA za upravljanje kartic, dodatne kartice: Postavke so število aktivnih kartic, shranjenih v sistemu za koledarsko leto.

24.1.2. For SAP S/4HANA for accounting integration: Items are the number of contracted items, assets and services in a year.
Za SAP S/4HANA za integracijo računovodstva: Postavke so število naročenih postavk, sredstev in storitev na leto.

24.1.3. For SAP Event Management on SAP S/4HANA: Items are entities tracked in the system on an annual basis.For Yard Logistics and SAP Yard Logistics for SAP S/4HANA: Items are the number of transportation units (trucks, trailer, container, railcars, vessel, etc.) in both inbound or outbound shipments in a year.

Za SAP Event Management on SAP S/4HANA: Postavke so enote, sledene v sistemu na letni osnovi. Za Yard Logistics in SAP Yard Logistics za SAP S/4HANA: Postavke so število transportnih enot (tovornjaki, prikolice, zabojniki, vagoni, plovila itd.) v vhodnih in izhodnih pošiljkah na leto.

Remaining metrics - J
Preostale metrike – J

None listed.
Ni navedeno.

Remaining metrics - K
Preostale metrike – K

None listed.
Ni navedeno.

Remaining metrics – L
Preostale metrike – L

None listed.
Ni navedeno.

Remaining metrics - M
Preostale metrike – M

25. MEMORY
POMNILNIK

25.1. Gigabytes of memory are the total amount of memory that may be used by the Software, as measured in gigabytes.
Gigabajti pomnilnika so skupna količina prostora v pomnilniku, ki jo lahko uporablja Programska oprema, merjeno v gigabajtih.

Remaining metrics – N
Preostale metrike – N

None listed.
Ni navedeno.

Remaining metrics - O
Preostale metrike – O

26. OBJECTS
OBJEKTI

26.1. Master data objects are all unique records stored or managed in the Software.
Objekti matičnih podatkov so vsi enolični zapisi, shranjeni ali upravljani v Programski opremi.

26.1.1. For SAP Enterprise Master Data Management; and SAP Enterprise Master Data Goveranance 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.
Za SAP Enterprise Master Data Management in SAP Enterprise Master Data Goveranance za SAP S/4HANA: Objekti matičnih podatkov so vsi objekti matičnih podatkov, shranjeni v sistemu SAP NetWeaver Master Data Management, vključno s skupnim številom vseh objektov matičnih podatkov, shranjenih v sistemu SAP Master Data Governance.

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.
Za SAP Master Data Governance za potrošnike: Objekti matičnih podatkov so aktivni objekti strank vrste potrošnik, shranjeni v sistemu SAP Master Data Governance. Stranka je fizična oseba ali skupina oseb (npr. gospodinjstvo), ki ima kakršnokoli poslovno razmerje z družbo, med drugim vključno s strankami B2C, stiki B2C in državljani. Stranka lahko Uporablja SAP Master Data Governance za potrošnike za shranjevanje dodatnih poslovnih partnerjev, če partnerji predstavljajo potrošnike B2C. Stranka ne sme Uporabljati SAP Master Data Governance za potrošnike za shranjevanje dodatnih poslovnih partnerjev, če partnerji predstavljajo stranke B2B.

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.
Za SAP Master Data Governance po meri: Objekti matičnih podatkov so objekti matičnih podatkov, shranjeni v po meri izdelanih sistemih "Master Data Governance", ki niso vrste finance, dobavitelji, stranke ali materiali. To je vsota vseh uporabniško določenih objektov vrste stvari (izdelek, pogodba, lokacija, sredstvo, oprema itd.). Uporabniško določeni objekt se ustvari z uporabo ogrodja Master Data Governance.

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.
Za SAP Master Data Governance za stranke: Objekti matičnih podatkov so objekti aktivnih strank B2B, shranjeni v sistemu SAP Master Data Governance. Stranka lahko Uporablja SAP Master Data Governance za stranke za shranjevanje dodatnih poslovnih partnerjev, če partnerji predstavljajo stranke B2B. Stranka ne sme Uporabljati SAP Master Data Governance za stranke za shranjevanje dodatnih poslovnih partnerjev, če partnerji predstavljajo stranke B2C.

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.
Za SAP Master Data Governance, razširitev za upravljanje sredstev podjetja družbe Pometheus Group so Objekti matičnih podatkov tisti objekti matičnih podatkov, ki so shranjeni v sistemu 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.
Za SAP Master Data Governance za finance: Objekti matičnih podatkov so vsota finančnih objektov (med drugim vključno s skupinskimi računi, operativnimi računi, stroškovnimi elementi, družbami, profitnimi centri, stroškovnimi mesti z vozlišči hierarhije, konsolidacijskimi skupinami in enotami ter postavkami računovodskih izkazov), shranjenih v sistemu SAP Master Data Governance. Pojasnilo: Finančni računi se štejejo samo enkrat, čeprav se računi uporabljajo v več kontnih načrtih ali različicah računovodskih izkazov. Na primer, če družba poroča po smernicah GAAP (ZDA) in po standardu IAS, se vsak račun šteje le enkrat, ne dvakrat.

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.
Za SAP Master Data Governance za produkte: Objekti matičnih podatkov so objekti aktivnih materialov (materiali, produkti), shranjeni v sistemu SAP Master Data Governance. Stranka ne sme Uporabljati SAP Master Data Governance za produkte za shranjevanje izdelkov.

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.
Za SAP Master Data Governance, razširitev za upravljanje maloprodaje in mode družbe Prometheus Group: Objekti matičnih podatkov so vsota vseh posameznih izdelkov, generičnih izdelkov (razen različic) ter skupin, serij in vitrin, ki se vnesejo v upravljanje rešitve.

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.
Za SAP Master Data Governance za dobavitelje: Objekti matičnih podatkov so aktivni objekti dobaviteljev, shranjeni v sistemu SAP Master Data Governance.

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.
Za SAP S/4HANA Cloud za upravljanje pogodb, najemov in nepremičnin: Objekti matičnih podatkov so aktivni nepremičninski objekti vrste pogodba, zemljišče, stavba ali prostor.

27. OUTPATIENT DAYS
AMBULANTNI DNEVI

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).
Ambulantni dnevi so skupno število dni ambulantne oskrbe pacientov v enem (1) letu. En (1) ambulantni dan se šteje, če je pacient v ambulanti zdravljen en (1) koledarski dan, ne glede na količino dela, ki je bilo ta dan opravljeno, in na to, kako je bilo delo dokumentirano v SAP-jevem sistemu (pri enem ali več primerih zdravljenja in v primerih enega ali več prestavljenih obiskov).

Remaining metrics - P
Preostale metrike – P

28. PATIENTS
PACIENTI

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”.
Dnevi oskrbe pacienta so upoštevno število dni oskrbe pacienta, ki jih Stranka doseže v koledarskem letu, po ustrezni statistiki glede na letni direktorij članov H+ "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.
Obravnavani pacienti so tisti, ki so obravnavani v enem koledarskem letu v ustanovah, podprtih s SAP-jevim sistemom. Pacienti se štejejo le enkrat ne glede na to, kolikokrat v letu so se zdravili v bolnišnici.

29. PLANTS
OBRATI

29.1. Plants are physical sites owned by or operated by an enterprise supported by the Software. For the purpose of determining the size and usage scenario of plants the following definitions apply:
Obrati so fizične lokacije v lasti ali upravljanju družbe, podprte s Programsko opremo. Za določitev velikosti in scenarija uporabe veljajo naslednje opredelitve:

- Small plants are plants with up to 500 employees. Employees per plant are all employees and contractors working in the plant.
  Mali obrati so obrati z do 500 zaposlenimi. Zaposleni na obrat so vsi zaposleni in izvajalci, ki delajo v obratu.
- Midsize plants are plants with 501 up to 5.000 employees. Employees per plant are all employees and contractors working in the plant.
  Srednje veliki obrati so obrati, ki imajo od 501 do 5.000 zaposlenih. Zaposleni na obrat so vsi zaposleni in izvajalci, ki delajo v obratu.
- Large plants are plants with more than 5.000 employees. Employees per plant are all employees and contractors working in the plant.
  Veliki obrati so obrati, ki imajo nad 5.000 zaposlenih. Zaposleni na obrat so vsi zaposleni in izvajalci, ki delajo v obratu.

30. POINT OF DELIVERY
LOKACIJA DOBAVE

30.1. Point of Delivery is the active metering point where a utility service is supplied or determined:
Lokacija dobave je aktivno merilno mesto, kjer se dobavlja ali določa oskrbovalna storitev:

- Energy:
  Energent:
- Electricity
  Električna energija
- Gas

Plin
- District heating
  Daljinsko ogrevanje
- Waste Management
  Ravnanje z odpadki
- Mutual help
  Medsebojna pomoč
- For all sectors
  Za vse dejavnosti
  - Electricity:
    Električna energija:
- Electricity
  Električna energija
  - Water:
    Voda:
- Water
  Voda
- Waste Water
  Odpadna voda
  - Utilities or no division named:
    Oskrbovalno podjetje ali panoga ni navedena:
- Electricity
  Električna energija
- Gas
  Plin
- District heating
  Daljinsko ogrevanje
- Water
  Voda
- Waste Water
  Odpadna voda
- Waste Management
  Ravnanje z odpadki
- Mutual help
  Medsebojna pomoč
- For all sectors
  Za vse dejavnosti

31. PREMIUMS
PREMIJE

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 legal entity in a fiscal year. If the Customer does not disclose a comprehensive annual statement, the Customer must report the respective information to SAP on an annual basis. If 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.
Premije zavarovalnice, ki uporablja produkt, so skupne bruto premije, kot je razkrito v zadnjem letnem poročilu pravnega subjekta v poslovnem letu. Če Stranka ne razkrije celovitega letnega poročila, mora vsako leto sporočiti ustrezne podatke SAP-ju. Če Stranka informacij ne razkrije javno, jih mora sporočiti in pojasniti SAP-ju. Če se za produkt izda licenca le za pododdelek zavarovalnice, je za ustrezno licenčno pogodbo potrebna izrecna opredelitev.

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.
Za Rešitve Reinsurance Management (SAP Reinsurance Management Foundation for Insurance in SAP Reinsurance Risk Manager): Premije odražajo "Odstopljene premije" v primeru pasivnega in "Prevzete premije" v primeru aktivnega poslovanja pozavarovanja. Če Stranka uporablja rešitev za Odstopljeno IN Prevzeto poslovanje, velja vsota obeh.

32. PRICES
CENE

33. CONTRACT PRICE IS THE NET VALUE OF THE LICENSE CONTRACT. CONTRACT PRICE FOR PARTNERS REFERS TO PARTNER BUY PRICE DEPENDING ON THE SUPPORT DELIVERY PRODUCTS.
POGODBENA CENA JE NETO VREDNOST IZ LICENČNE POGODBE. POGODBENA CENA ZA PARTNERJE POMENI PARTNERJEVO NAKUPNO CENO, ODVISNO OD PRODUKTOV NUDENJA PODPORE.

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.
Produkti so skupno letno število vozil in končnih izdelkov (za VMS/DBM) ali Vozil in Delov (za zaporedno proizvodnjo) v okviru rešitev za avtomobilsko industrijo.

Remaining metrics - Q
Preostale metrike - Q

None listed.
Ni navedeno.

34. RECORDS
ZAPISI

34.1. Records are the average number of items managed by the application over the prior 12 months.
Zapisi so povprečno število postavk, ki jih je aplikacija upravljala v predhodnih 12 mesecih.

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.
Za SAP S/4HANA Enterprise Contract Management: Zapisi so enolično identificirani objekti, ki so aktivni in vzdrževani v programski opremi. Vsi "Pravni posli" s statusom 'Napreduje', 'Na čakanju', 'Odprta vprašanja' veljajo za Zapise.

35. RESOURCES
VIRI

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.
Viri so enolični posamezniki ali nečloveški viri (sistem, oprema, orodje, instrument, stroj, vozilo, prostor, nadzorni ali državni organ/telo, industrijski standard, ogrodje in/ali podjetniška politika itd.), ki jih upravlja Programska oprema oz. se upravljajo znotraj nje.

36. REVENUES
PRIHODKI

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. Revenues exclude indirect taxes such as VAT, Excise Duty or any similar sales related taxes.
Prihodki so letni prihodki, ki jih družba ustvari z običajnimi poslovnimi dejavnostmi, in drugi prihodki od obresti, dividend, avtorskih pravic ali drugih virov. Prihodki ne vključujejo posrednih davkov, kot so DDV, Trošarina ali drugi podobni davki pri prodaji.

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/4HANA; SAP Customer Activity Repository, omnichannel price and promotion service.
Za naslednje pakete se upoštevajo le prihodki, povezani s podjetjem ali oddelkom, za katerega veljajo zmogljivosti: SAP Advanced Trade Management Analytics, SAP Advanced Trade Management Analytics, različica za SAP BW/4HANA, SAP Customer Business Planning, SAP Customer Business Planning, različica za SAP BW/4HANA, SAP Trade Promotion Planning and Management, SAP Trade Promotion Planning and Management, različica za SAP BW/4HANA, SAP Dairy Management družbe msg za SAP S/4HANA; SAP Meat and Fish Management družbe msg za SAP S/4HANA; SAP Customer Activity Repository, večkanalna storitev za cene in promocije.

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.
Za SAP Configure, Price, and Quote (SAP CPQ): Prihodki so obračun skupnih letnih prihodkov od prodaje produktov in storitev Stranke in njenih Izpostav, ki so bili generirani s programsko opremo SAP CPQ, vanje pa niso vključeni davek na dodano vrednost, dobava in nobena vračila.

36.1.3. For SAP Customer Profitability Analytics: Only the revenues analyzed within the Software need to be considered.
Za SAP Customer Profitability Analytics: Upoštevajo se le prihodki, analizirani znotraj Programske opreme.

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.
Za SAP ERP, dodatek za zakonske zahteve Polish SAF-T: Upoštevajo se le prihodki, ki jih ustvari družba ali pravna oseba s sedežem na Poljskem.

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 are 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.
Za produkte blagovne znamke SAP Customer Experience: Prihodki so obračun skupnih letnih prihodkov od prodaje produktov in storitev Stranke in njenih Izpostav, ki jih stranke (B2B in B2C) kupijo prek platform SAP Customer Experience (vključno s spletnimi stranmi na podlagi SAP Customer Experience in drugimi kanali na podlagi SAP Customer Experience, kot so spletne trgovine, mobilni modul In-Store, modul Contact Center itd.) v vsakem naslednjem obdobju dvanajstih (12) mesecev, vanje pa niso vključeni DDV, dobava in nobena vračila.

36.1.6. For Insurance: Revenue are the same as “Premiums”.
Za zavarovalništvo: Prihodki pomenijo isto kot "Premije".

36.1.7. For National Central Banks / Federal Reserve Banks: Revenues are the same as “Assets under Management”.
Za državne centralne banke/banke za zvezne rezerve: Prihodki pomenijo isto kot "Upravljana sredstva".

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.
Za druge banke: Prihodki so vsota bruto obrestnih in neobrestnih prihodkov Stranke (npr. provizije, stroški storitev, trgovski prihodek), kot je navedeno v Strankini Bilanci uspeha.

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.
Za SAP Product Lifecycle Costing: Upoštevati je treba le prihodke, povezane z družbo ali oddelkom, pri katerem se bodo uporabile zmogljivosti rešitve SAP Product Lifecycle Costing.

36.1.10. For Public Sector: Revenues are the same as “Total Annual Budgets”.
Za javni sektor: Prihodki pomenijo isto kot "Skupni letni proračun".

36.1.11. For SAP Tax Declaration Framework for Brazil: only the revenues generated in Brazil are relevant.
Za SAP Tax Declaration Framework za Brazilijo: Upoštevni so le prihodki, ustvarjeni v Braziliji.

37. REVENUES AND EXPENSES
PRIHODKI IN STROŠKI

37.1. Revenues and Expenses are the sum of annual revenues received and annual expenses paid (commissions, royalties, revenue shares etc.) in the context of 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.
Prihodki in stroški so vsota prejetih letnih prihodkov in izplačanih letnih stroškov (provizije, avtorske pravice, delež dobička itd.) v zvezi s Programsko opremo. "Prihodki" so vsota vseh letnih denarnih zneskov, ki jih Stranka in njene Izpostave zaračunajo tretjim osebam za storitve, ki jih je (oz. jih bo) za take tretje osebe opravila Stranka in/ali njene Izpostave in so obdelani v SAP-jevi rešitvi. "Stroški" so vsota proračunskih letnih stroškov (provizije, avtorski honorarji, deleži prihodkov itd.) za storitve, ki jih je (ali jih bo) opravila Stranka ali njene Izpostave za lastne organizacije Stranke in/ali njenih Izpostav, ki so obdelani v SAP-jevi rešitvi.

37.1.1. For SAP Collaborative Project Management and SAP Portfolio and Project Management: Revenue and Expenses is related to the projects managed within the software and is defined as:
Za SAP Collaborative Project Management in SAP Portfolio and Project Management: Prihodki in Stroški so povezani s projekti, upravljanimi v programski opremi, in so opredeljeni, kot sledi:

- Revenues: the sum of annual revenues received for revenue-generating external projects
Prihodki: Vsota letnih prihodkov od profitnih zunanjih projektov.
- Expenses: the sum of budgeted annual expenses for internal projects
Stroški: Vsota letnih proračunskih stroškov za notranje projekte.

37.1.2. For SAP 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 deals).
Za SAP S/4HANA za upravljanje pravic in avtorskih honorarjev družbe Vistex: Prihodki in stroški so vsota prejetih letnih prihodkov in izplačanih letnih stroških (provizije, avtorske pravice, delež dobička itd.) v povezavi s Programsko opremo. Prihodki in stroški vključujejo finančno preverjanje poslov, implementiranih v SAP S/4HANA za upravljanje pravic in avtorskih honorarjev družbe Vistex, vendar ne vodijo do vplačila (npr. menjalni posli).

Remaining metrics - S
Preostale metrike – S

38. SERVER
STREŽNIK

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.
Strežniki so fizični računalniki, zaboji, boksi ali rezine, v katerih delujejo procesorji, ki poganjajo programsko opremo. V istem fizičnem boksu lahko deluje več virtualnih strojev, ki ne potrebujejo dodatnih licenc.

39. SESSIONS
SEJE

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 a custom application. The number of sessions accessing each Deployment must be limited by corresponding license key mechanisms. The maximum number of sessions enabled on a Deployment by such limitations may not exceed the Licensed Level for the number of Concurrent Sessions assigned to that Deployment for such licensed Software product. The aggregate number of sessions enabled on all Deployments may not exceed the Licensed Level of Concurrent Sessions. Users in deployments with an unlimited number of sessions require a Named User License for the licensed Software product.There is no license limit on number of processors or servers used. 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.
Hkratni dostopi pomenijo skupno število sej, ki hkrati dostopajo do licenčne Programske opreme. Seja predstavlja čas med prijavo in odjavo ali preseganjem časovne omejitve, ko enoznačni uporabnik, aplikacija ali platforma dostopa do licenčne Programske opreme neposredno ali posredno prek aplikacije po meri. Število sej, ki dostopajo do vsake Postavitve, mora biti omejeno z ustreznimi mehanizmi licenčnega ključa. Največje število sej, ki jih take omejitve omogočajo na Postavitvi, ne sme presegati Licenčne stopnje za število Hkratnih dostopov, dodeljenih Postavitvi za tak licenčni Programski produkt. Skupno število sej, omogočenih za vse Postavitve, ne sme preseči Licenčne stopnje Hkratnih dostopov. Uporabniki v postavitvah z neomejenim številom sej zahtevajo Licenco uporabnika tipa Named User za licenčno Programsko opremo. Licenca ne omejuje števila procesorjev ali strežnikov. Stranka ne sme uporabljati programa ali sistema za zbiranje ali nizanje zahtev za poročanje. Uporabniki SAP BusinessObjects BI, ki dostopajo do katerekoli Postavitve z uporabo licence za Hkratni dostop, se lahko vnesejo v sistem SAP NetWeaver BW z namenom zagotavljanja varnosti.

40. SPENDS
IZDATKI

40.1. Spend volumes are the company’s annual expenditures for the procurement of all direct and indirect goods and services.
Obseg izdatkov so letni izdatki družbe za nabavo vsega neposrednega in posrednega blaga in storitev.

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.
Za subjekte Javnega sektorja: Namesto tega se lahko uporabijo Proračuni za izdatke v javnem sektorju. Proračun za izdatke v javnem sektorju je letno objavljeni proračun za javna naročila organizacije za vso neposredno ali posredno blago in storitve.

40.1.2. For SAP S/4HANA oil and gas for upstream contracts management, Spend Volume is the total annual spend related to all joint ventures managed by the software.
Za SAP S/4HANA oil and gas for upstream contracts management so obseg izdatkov skupni letni izdatki, povezani z vsemi mešanimi družbami, ki jih upravlja programska oprema.

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.
Izdatki za tovornino so letna tovornina za transport produktov, kar pomeni vse prevozne stroške, vključno z delom, potrebne za prevoz blaga v obrat/distribucijski center/skladišče ali iz njih, vključno s plačili logističnim podjetjem za njihove storitve in vsemi stroški, ki jih ima podjetje z uporabo in vzdrževanjem lastnega voznega parka.

41. STUDENTS
ŠTUDENTI

41.1. Students are defined as:
Študenti so opredeljeni kot:

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.
Redni študenti, npr. študenti, ki so redno vpisani v izobraževalno ustanovo za tekoče študijsko leto in/ali

b) equivalents of full-time registered students (for example, a part-time student could represent a fraction of a full-time student).
ekvivalenti rednih študentov (izredni študenti lahko na primer predstavljajo delež vseh rednih študentov).

42. SUBSCRIPTIONS
NAROČNINE

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.
Letne naročnine so ponavljajoči se stroški, ki jih je treba plačati vsako koledarsko ali poslovno leto za pravico do uporabe programske opreme ali storitev v tem koledarskem ali poslovnem letu. Ta strošek se plača vsako koledarsko ali poslovno leto, ne glede na to, ali ste Programsko opremo ali storitve tisto leto dejansko uporabljali.

43. SYSTEMS
SISTEMI

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.
Upravljani sistemi so vsi sistemi z enoznačnim ID-jem sistema ali storitvijo v oblaku, ki jih nadzira, upravlja, optično prebira in vzame iz uporabe programska oprema, ter vključujejo vse vrste produkcijske in neprodukcijske uporabe.

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.
Za SAP Information Lifecycle Management: V Licencirano količino se štejejo le sistemi za Strankino produkcijsko uporabo, ki jih upravlja SAP Information Lifecycle Management.

Remaining metrics - T
Preostale metrike – T

44. TONS
TONE

44.1. Tons are a measure of the total weight, in 1000 kilogram units, of goods managed by the system.
Tone so mera za skupno težo v enotah po 1000 kilogramov za blago, ki se upravlja v sistemu.

44.1.1. For SAP S/4HANA Livestock Procurement: the annual life weight is counted.
Za SAP S/4HANA Livestock Procurement: Letna teža živih živali se šteje.

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").
Za vse postavke v Oil & Gas se načrtovane, poslane ali prodane količine ogljikovodikov in drugega razsutega tovora iz konvencionalnih in nekonvencionalnih virov štejejo po dnevih (tj. "tone/dan").

45. TRANSACTIONS
TRANSAKCIJE

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.
Za SAP Application Interface Framework: Transakcije so sestavljeni iz vsega, kar se obdeluje ali nadzira v rešitvi SAP Application Interface Framework, npr. vsa sporočila za medaplikacijsko delovanje (A2A), medpodjetniško poslovanje (B2B), poslovanje s potrošniki (B2C), poslovanje z državno upravo (B2G) in internet stvari (IoT), ki se obdelujejo in nadzorujejo v rešitvi SAP AIF. Število transakcij se šteje na letni ravni.

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 Customers organization (i.e. other than employee, contract worker and outsourcer).
Za SAP Archiving in Document Access družbe OpenText, možnost za zunanji dostop in SAP Archiving in Document Access družbe OpenText, možnost za zunanji dostop za SAP S/4HANA: Transakcije so letna količina prenosov iz strežnika (vključno z ogledom oz. izpisom) dokumentov,

ki jih hrani rešitev družbe OpenText. Ta metrika velja le za zunanje posameznike Strankine organizacije (tj. posameznike, ki niso tam zaposleni, niso pogodbeni delavci ali zunanji izvajalci).

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).
Za SAP Document Presentment družbe OpenText, SAP Document Presentment družbe OpenText, dodatek za poslovno korespondenco: Transakcije so posamezni primerki poslovnega dokumenta, ki jih produkti ustvarijo, obdelajo, natisnejo ali kakorkoli spremenijo (npr. pismo, e-pošta, PDF, telefaks, 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.
Za SAP Billing, obračunavanje: Transakcije so opredeljene kot izhodni podatki o cenah, kjer en vhodni podatek lahko ustvari enega ali več izhodnih podatkov o cenah. Transakcije se štejejo kot transakcije na dan, ko nastopi konica, kot je to izmerjeno v predhodnih dvanajstih (12) mesecih.

45.1.5. For SAP S/4HANA for payments centralization, individual payments option, additional payments and SAP S/4HANA for payments centralization, mass payments option, additional payments and SAP S/4HANA 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.
Za SAP S/4HANA za osredinjenje plačil, opcija za posamezna plačila, dodatna plačila in SAP S/4HANA za osredinjenje plačil, opcija za masovna plačila, dodatna plačila in SAP S/4HANA za osredinjenje plačil, prehodna opcija, dodatna plačila: Prenosi so prenosi posameznih plačil znotraj plačilnega naloga. Plačilni nalog ima lahko eno postavko naročnika in več postavk prejemnikov. Število transakcij se šteje na letni ravni.

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.
Za SAP S/4HANA za pravno vsebino: Transakcije so mape/primeri z enoznačno številko, ustvarjeno v pogodbenem letu iz Pogodbe, pod katero se vodi pravna vsebina.

45.1.7. For SAP Shared Service Framework: Transactions are defined as the number of shared service framework service requests created per year.
Za SAP Shared Service Framework: Transakcije so opredeljene kot število zahtev za storitev v okviru skupnih storitev na leto.

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.
Za komponento distribucije končne milje za SAP Direct Distribution: Transakcije so opredeljene kot število letnih obiskov trgovine ali strank, ki jih izvedejo prodajalci na terenu ali dostavno osebje (npr. vozniki dostavljavci, prodajalci s tovornimi vozili, trgovci), kot je vzdrževano v Programski opremi.

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.
Za priključek SAP ERP za SAP Cash Application: Transakcije so skupno največje število dokumentov in postavk, ki jih obdela Cash Application na leto. Ena (1) transakcija je lahko: En (1) dokument obvestila o plačilu (pdf); ena (1) postavka bančnega izpiska; ali ena (1) postavka Lockbox.

45.1.10. For SAP S/4HANA Oil & Gas for field equipment and material logistics planning and execution: Transactions are the total initiated field equipment and material supply and return processes for relevant plants during a contract year.
Za SAP S/4HANA Oil & Gas za načrtovanje in izvedbo logistike za terensko opremo in material: Transakcije so skupno število uvedene zaloge terenske opreme in materiala ter postopki vračil za ustrezne obrate v pogodbenem letu.

Remaining metrics - U
Preostale metrike – U

46. UNITS
ENOTE

46.1. Rental units are rental objects that are managed with SAP Real Estate Management.
Najemne enote so najemni objekti, ki se upravljajo z rešitvijo SAP Real Estate Management.

47. USERS
UPORABNIKI

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:
Uporabniki so posamezniki, ki uporabljajo Programsko opremo. "Uporabnika", vključenega v število za Metriko, ni mogoče dodeliti več kot enemu posamezniku. Vendar pa je mogoče dodelitev Uporabnika prenesti iz enega posameznika na drugega, vendar le, če (je) posameznik, ki mu je bil Uporabnik dodeljen:

a) is on vacation;
na dopustu
b) is absent due to sickness;
odsoten zaradi bolezni,
c) has their employment terminated;
ni več zaposlen v zadevnem podjetju,
d) is moved into a new job function which no longer requires them to Use the applicable Package(s); or
premeščen na drugo delovno mesto, kjer zadevnih Paketov ne Uporablja več; ali
e) is subject to a condition that is otherwise agreed by SAP.
zanj velja pogoj, ki je drugače dogovorjen s SAP-jem.

47.1.2. For SAP Business Intelligence (BI): There is no license limit on number of processors or servers used. Users are identified at logon and do not consume a Concurrent Session license. Concurrent Session licenses and Users can be purchased in combination for a Deployment. 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.
Za SAP Business Intelligence (BI): Licenca ne omejuje števila uporabljenih procesorjev ali strežnikov. Uporabniki se identificirajo ob prijavi in ne uporabijo Licence za hkratni dostop. Licence za hkratni dostop in Uporabnike je mogoče kupiti skupaj za Postavitev. Stranka ne sme uporabljati

programa ali sistema za zbiranje ali nizanje zahtev za poročanje. Uporabniki SAP BI se lahko vnesejo v sistem SAP NetWeaver BW z namenom zagotavljanja varnosti. Ta metrika ne nadomešča splošnih zahtev za licenciranje uporabnika tipa SAP Named User.

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.
Za SAP Contact Center: Uporabniki so referenti in/ali nadzorniki, ki delajo v središču za stike in obravnavajo vhodne stike prek različnih komunikacijskih e-kanalov (kot so e-pošta, klepet, SMS in telefaks) in/ali uporabljajo orodja za nadzornike za nadzor referentov v središču za stike s podporo za uporabnike e-kanalov.

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.
V sklopu govornega kanala: Uporabniki so referenti, ki delajo v središču za stike in obravnavajo vhodne stike izključno prek govornega kanala in pisarniške telefonije ali obravnavajo le izhodne klice kampanje. Poleg tega veljajo za uporabnike tudi vsa vrata v sistemu Interactive Voice Recognition in jih je treba šteti kot dodatne uporabnike.

47.1.5. For SAP Digital Asset Management by OpenText, limited access option: Users are limited to search, browse, view and download assets.
Za SAP Digital Asset Management by OpenText, opcija omejenega dostopa: Uporabniki so omejeni na iskanje, brskanje, ogled in prenos iz strežnika.

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.
Za SAP Identity Management and SAP Single Sign-On: Uporabniki so posamezniki, katerih dokazila o istovetnosti in/ali podatke o uporabniku ureja funkcija licenčne Programske opreme.

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.
Za SAP Real Estate Management: Uporabniki so posamezniki, ki upravljajo pisarniško, maloprodajno in industrijsko premoženje ter podobne portfelje. Uporablja se za lastne in uporabljane površine ter vključuje upravljanje komercialnega premoženja in nepremičnin.

47.2. Active users are the number of individuals that access the Cloud Service at any time during a calendar month.
Aktivni uporabniki so število posameznikov, ki dostopajo do Storitve v oblaku kadarkoli v koledarskem mesecu.

47.3. Monitored Users are individuals: 1) whose information or credentials are monitored by the Software; and/or 2) who use the reporting console.
Nadzorovani uporabniki so posamezniki: 1) katerih podatke ali dokazila o istovetnosti nadzoruje Programska oprema; in/ali 2) ki uporabljajo konzolo za poročanje.

47.4. Virtual users are users simulated in the software to test the load on the SAP system.
Virtualni uporabniki so uporabniki, simulirani prek programske opreme z namenom testiranja obremenitev SAP-jevega sistema.

Remaining metrics - V
Preostale metrike - V

48. VALUES
VREDNOSTI

48.1. SAP Application Value (SAV) is the sum of list prices for Named Users, External Community Members, Software Engines and Supplementary Products, excluding those items identified in the list of prices and conditions that do not contribute to the SAP Application Value.
SAP-jeva aplikativna vrednost (SAV) je vsota cen po ceniku za uporabnike tipa Named User, Člane zunanje skupnosti, Mehanizme programske opreme in Dodatne produkte in ne vključuje tistih postavk, opredeljenih v ceniku in pogojih, ki ne prispevajo k SAP-jevi aplikativni vrednosti.

48.2. HANA SAP Application Value (HSAV) is the sum of prices for licensed Software, excluding those items identified in the list of prices and conditions that do not contribute to the HANA SAP Application Value.
SAP-jeva aplikativna vrednost za HANA (HSAV) je vsota cen za licenčno Programsko opremo in ne vključuje tistih postavk, opredeljenih v ceniku in pogojih, ki ne prispevajo k SAP-jevi aplikativni vrednosti za HANA.

Remaining metrics - W
Preostale metrike - W

None listed.
Ni navedeno.

Remaining metrics - X
Preostale metrike - X

None listed.
Ni navedeno.

Remaining metrics - Y
Preostale metrike - Y

None listed.
Ni navedeno.

Remaining metrics - Z
Preostale metrike - Z

None listed.
Ni navedeno.

Exhibit 3 - Package Restrictions
Dodatek 3 – Omejitve za Pakete

1. SAP BUSINESS SUITE AND ENTERPRISE FOUNDATION
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 Agreement to:
Vgrajena analitika: Če ima Imetnik licence veljavno Licenco za katerikoli spodnji Paket, mora taka Licenca za paket vključevati pravice za posameznike z licenco tipa SAP Professional User ali Limited Professional User iz te Pogodbe za:

a) view, interact and refresh Crystal Reports, Dashboards content and Lumira storyboards embedded with such licensed Package(s); and
Ogled, interakcijo in osveževanje vsebine Crystal Reports in Dashboards ter Lumira storyboards, ki je vgrajena v takšne licenčne Pakete, in

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 embedded with such licensed Package(s) (collectively "**Embedded Analytics Limited Use Right**").
Uporabo platforme SAP BI in/ali SAP Lumira Server, dobavljene s takimi licenčnimi Paketi, izključno za omogočanje ogleda, interakcije in osveževanja vsebine Crystal Reports in načrte Lumira, ki je vgrajena v take licenčne Pakete (skupaj "**Omejena pravica uporabe vgrajene analitike**").

Packages That Include Embedded Analytics Limited Use Right:
Paketi, ki vključujejo Omejeno pravico uporabe vgrajene analitike:

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

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).
Vgrajeni SAP BusinessObjects Enterprise: Če ima Stranka veljavno Licenco za paket za kateregakoli od spodnjih Paketov, taka Licenca za paket vključuje pravico za posameznike, da si ogledajo, interaktivno uporabljajo, osvežujejo in spreminjajo vsebino, vgrajeno v take licencirane Pakete.

Packages That Include Embedded SAP BusinessObjects Enterprise:
Paketi, ki vključujejo vgrajeno rešitev SAP BusinessObjects Enterprise:

- SAP Contact Center
  SAP Contact Center
- SAP Identity Management
  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.
SAP Human Capital Management: Uporaba kakršnekoli integracijske programske opreme in vsebine, dobavljene s programsko opremo SAP HCM in veljavne za integracijo med SAP HCM in programsko opremo Business Execution ("**BizX**") družbe SuccessFactors, je dovoljena le skupaj s SAP HCM in veljavno aktualno pogodbo za SuccessFactors BizX.

2. S/4HANA PACKAGES
PAKETI S/4HANA

2.1. **General terms for S/4HANA 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. Notwithstanding anything to the contrary in this SUR, 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.
Splošni pogoji za Pakete S/4HANA: Pakete S/4HANA je dovoljeno postaviti le na namestitvi baze podatkov SAP HANA (skupaj "**Namestitev S/4HANA**"). Na Namestitev S/4HANA je dovoljeno postaviti le Pakete S/4HANA (in nobene druge Programske opreme). Pojasnilo: Predhodni stavek velja le za programsko opremo, ki jo licencirajo SAP, njegove izpostave in/ali njegovi pooblaščeni distributerji in posredniki. Ne glede na vse navedeno v tem PUPO pa Paketi S/4HANA niso licencirani za Uporabo z nobeno bazo podatkov časa izvajanja tretje osebe. Pojasnilo: "Pravice in omejitve za postavitev in komunikacijo", določene v tem dokumentu Pravice uporabe programske opreme, veljajo za Pakete S/4HANA.

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:
Paketi za zagotavljanje skladnosti SAP S/4HANA: "**Paket za zagotavljanje skladnosti S/4HANA**" je kopija Programske opreme, skladne s S/4HANA, navedena v stolpcu "Klasična rešitev" v Matriki (seznam veljavne Programske opreme v prilogi SAP-jevega navodila 2269324: https://me.sap.com/notes/2269324). Stranka lahko Uporablja Paket za zagotavljanje skladnosti SAP S/4HANA kot Paket S/4HANA v skladu s pogoji zanj. Za tako Uporabo velja naslednje:

a) Customer must have a license to Use:
Stranka mora imeti licenco za Uporabo:

- such Software in the Classical Solution column of the Matrix; and
Take Programske opreme v stolpcu Klasična rešitev v Matriki; in
- the prerequisite shown on the Matrix.
Izpolnjevati pogoj, prikazan v Matriki.

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/4HANA Compatibility Pack on an S/4HANA Installation, no Named User licenses are requiredfor such Classical Solution. S/4HANA Compatibility Packs may only be Used until the applicable expiration date shown on the Matrix.
Če je Programska oprema v Stolpcu klasične rešitve za Matriko licencirana izključno za Uporabo in postavitev ustreznega Paketa za zagotavljanje skladnosti S/4HANA na Namestitvi S/4HANA, licence za uporabnike tipa Named User niso potrebne za takšno Klasično rešitev. Pakete za zagotavljanje skladnosti S/HANA je dovoljeno Uporabljati le do ustreznega datuma konca veljavnosti, navedenega v Matriki.

2.3. **S/4HANA Enterprise Management**: Customer shall be deemed 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:
S/4HANA Enterprise Management: Za Stranko velja, da ima pravico do Uporabe Paketa za zagotavljanje skladnosti ERP. S/4HANA Enterprise Management vključuje naslednjo Programsko opremo za namensko uporabo: SAP Information Lifecycle Management ("**ILM**"). Uporaba ILM je omejena izključno na komponente SAP ILM Retention Manager in ILM Store le za:

a) storing and archiving files to filesystem, Hadoop, HANA, and IQ;
Shranjevanje in arhiviranje datotek v datotečni sistem, Hadoop, HANA in IQ;

b) blocking and deleting personal data within a specified time period or at the end of a specified time period.
Blokiranje in izbris osebnih podatkov znotraj določenega obdobja ali na koncu določenega obdobja.

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.
S/4HANA Enterprise Management za strokovno uporabo: Uporaba je dovoljena za število posameznikov, vključenih v Licenčno stopnjo, ki imajo dovoljenje za uporabo vseh vlog takega posameznika, povezanih s poslovanjem, sistemsko administracijo in upravljanjem, ki jih podpira Programska oprema za Strankine interne poslovne namene.

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:
S/4HANA Enterprise Management za funkcionalno uporabo: Vključuje pravice, povezane s S/4HANA Enterprise Management za produktivno uporabo. Uporaba je dovoljena za število posameznikov, vključenih v Licenčno stopnjo:

- 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
a) ki so zaposleni Strankinih Poslovnih partnerjev in lahko opravljajo katerokoli vlogo, ki jo podpira Programska oprema, v skladu z licenco, podeljeno v Splošnih pogojih ali Licenčni pogodbi za programsko opremo; ali
- b) who are employees of Customer authorized to use the following Solution Capabilities supported by the Software:
b) ki so Strankini zaposleni, pooblaščeni za uporabo naslednjih Zmogljivosti rešitev, ki jih podpira Programska oprema:
- 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)
Oskrbovalna veriga (Premik blaga, Analiza in nadzor zaloge, Logistika povratne embalaže, Upravljanje skladišča, Upravljanje dobave, Podatki o razpoložljivi zalogi, Upravljanje transporta, Inventura, Upravljanje manipulacijskih enot, Upravljanje s šaržami, Vodenje serijskih številk, Načrtovanje poslovnega procesa)
- 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)
Proizvodnja (Načrtovanje materialnih potreb, Zunanja obdelava, Izvedba proizvodnje, Zunanja proizvodnja, Sprotna proizvodnja, Kanban, Nadzor proizvodnje, Serijska proizvodnja, Načrtovanje kakovosti, Izboljšave kakovosti, Nadzor kakovosti, Proizvodna analitika, Načrtovanje zmogljivosti, Proizvodnja posameznih izdelkov, Procesna proizvodnja, Struktura izdelkov, Proizvodna infrastruktura, Proizvodni postopki, Načrtovanje proizvodnje)
- Asset Management (Maintenance Planning, Maintenance Execution, Maintenance Demand Processing)
Upravljanje premoženja (Načrtovanje vzdrževanja, Izvedba vzdrževanja, Obravnava potreb po vzdrževanju)
- R&D (Project Financial Controls, Project Logistics Control, Variant Configuration, Product Development Foundation)
Raziskave in razvoj (Finančni nadzor projekta, Logistični nadzor projekta, Konfiguracija različic, Osnovanje razvoja izdelka)

- 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 Processes)
  Storitve (Upravljanje jamstev, Upravljanje zahtev za vzdrževanje, Upravljanje nalogov za vzdrževanje, Izvedba servisnih storitev, Zaračunavanje servisnih storitev, Vključevanje strank, Upravljanje pogodb za storitve, Zagotavljanje servisnih delov, Nadzor in analiza storitev, Načrti za servisne storitve in vzdrževanje, Tehnična sredstva, Strukture in zgodovina, Interna popravila, Seznami in katalogi servisnih storitvenih nalog; Obravnava pritožb, Izvedba servisnih storitev, Načrtovanje in odprema storitev; Skladiščenje servisnih delov, Postopki periodičnih obračunov)
- 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)
  Prodaja (Upravljanje prodajnih ponudb, Upravljanje prodajnih pogodb, Upravljanje in obdelava prodajnih nalogov, Upravljanje cen, Upravljanje provizij in stimulacij, Upravljanje priložnosti, Upravljanje možnih kupcev, Upravljanje aktivnosti, Upravljanje s strankami in kontakti, Upravljanje prodajnih matičnih podatkov, Prodajni obračun, Zaračunavanje rešitve, Upravljanje prodajnih popustov, Upravljanje zahtevkov, vračil in povračil, Spremljanje in analiza prodaje, Upravljanje portfelja rešitev, Upravljanje ponudb rešitev, Načrtovanje in nadzor prodaje)
- Human Resources (Organizational Structure Management, Time Sheet Management, Reimbursement Management)
  Kadri (Upravljanje organizacijske strukture, Vodenje evidenc časa, Upravljanje povračila stroškov)
- Sourcing and Procurement (Self-Service Requisitioning, Advance Management, Corporate Card Management, Expense Reporting, Travel Booking Management, Travel and Expense Analytics)
  Določanje virov in nabava (Naročila samopostrežnih storitev, Upravljanje predujmov, Vodenje podjetniških kartic, Poročanje o stroških, Upravljanje rezervacij potovanj, Analize potovanj in stroškov)
- Enterprise Information Management (Master Data Maintenance)
  Enterprise Information Management (Vzdrževanje matičnih podatkov)
- Display Use Rights
  Prikaz pravic uporabe
- Approval Use Rights
  Pravice uporabe odobritve

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:
S/4HANA Enterprise Management za produktivno uporabo: Uporaba je dovoljena za število posameznikov, vključenih v Licenčno stopnjo, ki so Strankini zaposleni, pooblaščeni za uporabo naslednjih Zmožnosti rešitev, ki jih podpira Programska oprema:

- 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)
  Oskrbovalna veriga (Premik blaga, Upravljanje skladišča, Upravljanje dobave, Informacije o razpoložljivi zalogi, Upravljanje transporta, Vodenje fizične zaloge, Upravljanje manipulacijskih enot, Upravljanje paketov, Vodenje serijskih številk, Načrtovanje poslovnega procesa)
- Service (Service Execution)
  Storitve (Izvedba storitev)
- Asset Management (Maintenance Demand Processing, Maintenance Execution)
  Upravljanje premoženja (Obdelava zahtev za vzdrževanje, Izvedba vzdrževanja)
- Manufacturing (Material Requirements Planning, Production Execution, Production Control)
  Proizvodnja (Načrtovanje materialnih potreb, Izvedba proizvodnje, Nadzor proizvodnje)
- Human Resources (Organizational Structure Management, Time Sheet Management, Reimbursement Management)
  Kadri (Upravljanje organizacijske strukture, Vodenje evidenc časa, Upravljanje povračila stroškov)
- Sourcing and Procurement (Self-Service Requisitioning, Advance Management, Corporate Card Management, Expense Reporting, Travel Booking Management, Travel and Expense Analytics)
  Določanje virov in nabava (Naročila samopostrežnih storitev, Upravljanje predujmov, Vodenje podjetniških kartic, Poročanje o stroških, Upravljanje rezervacij potovanj, Analize potovanj in stroškov)
- Display Use Rights
  Prikaz pravic uporabe
- Approval Use Rights
  Pravice uporabe odobritve

2.7. **S/4HANA 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.
S/4HANA dostop za razvijalce: Uporaba je dovoljena za število posameznikov, vključenih v Licenčno stopnjo, ki so pooblaščeni za dostop do razvojnih orodij, priloženih licenčni Programski opremi S/4HANA Enterprise Management, za namene Sprememb ABAP-a in/ali izdelave Dodatkov za Pakete S/4HANA.

2.8. **S/4HANA Central Finance, central finance foundation** ("**S/4HANA Central Finance**"): includes the following Runtime Software: SAP Application Interface Framework.
S/4HANA Central Finance, centralna finančna osnova ("**S/4HANA Central Finance**"): Vključuje naslednjo Programsko opremo za namensko uporabo: 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.

SAP S/4 HANA Incentive and Commission Management: Ne vključuje dodelitve portfelja zastopnika, upravljanja odgovornosti, rezerv dejanskega komisioniranja in rezerv za primer odpovedi ter postopkov prenosa portfelja in odgovornosti.

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

SAP S/4 HANA za obračunavanje naročnin: Če se SAP S/4HANA za obračunavanje naročnin Uporablja za zaračunavanje in izračunavanje deleža prihodkov od predplačniških telekomunikacijskih produktov, storitev ali sistemov v Državah z omejitvijo oziroma kot podpora navedenega, ali kot oddaljena podpora za predplačniške telekomunikacijske sisteme v Državah z omejitvijo, mora Stranka od družbe Freedom Wireless pridobiti licenco, ki dovoljuje tako Uporabo. Države z omejitvijo so Avstralija, Brazilija, Kanada, Kitajska, Izrael, Japonska, Južna Koreja, Mehika in Združene države Amerike. Če Imetnik licence od družbe Freedom Wireless ne pridobi licence, ki dovoljuje tako uporabo, so vse SAP-jeve povezane garancije, vključno z vsemi garancijami in/ali odškodninami v primeru nekršitve pravic intelektualne lastnine, v najširšem pravnem smislu nične in neveljavne.

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.

SAP Billing, komponenta CRM, je potrebna za uporabo SAP S/4 HANA za obračunavanje naročnin in jo je treba postaviti na ločeni namestitvi od namestitve S/4 HANA. Vključena funkcija konvergentnega obračunavanja v SAP Billing, komponenta CRM, je lahko uporabljena le, če je licencirana rešitev SAP S/4 HANA za obračunavanje naročnin.

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:

SAP S/4HANA za upravljanje podatkov odčitavanja in poslovanje družb za oskrbo z energijo, SAP S/4HANA za Bill-to-Cash Management družb za oskrbo z energijo, SAP S/4HANA za upravljanje podatkov odčitavanja in poslovanje družb za oskrbo z vodo, SAP S/4HANA za Bill-to-Cash Management družb za oskrbo z vodo: Programska oprema vključuje mobilne komponente, ki se lahko uporabljajo izključno:

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

Za namensko uporabo SAP S/4HANA za upravljanje podatkov odčitavanja in poslovanje družb za oskrbo z energijo in/ali SAP S/4HANA za Bill-to-Cash Management družb za oskrbo z energijo in/ali SAP S/4HANA za upravljanje podatkov odčitavanja in poslovanje družb za oskrbo z vodo in/ali SAP S/4HANA za Bill-to-Cash Management družb za oskrbo z vodo; ter

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.

Za strankine razširitve in izboljšave za SAP S/4HANA za upravljanje podatkov odčitavanja in poslovanje družb za oskrbo z energijo in/ali SAP S/4HANA za Bill-to-Cash Management družb za oskrbo z energijo in/ali SAP S/4HANA za upravljanje podatkov odčitavanja in poslovanje družb za oskrbo z vodo in/ali SAP S/4HANA za Bill-to-Cash Management družb za oskrbo z vodo.

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

SAP Multichannel Foundation for Utilities vključuje vse uporabnike, potrebne za dostop do SAP Gatewaya.

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.

SAP S/4HANA Enterprise Portfolio and Project Management, profesionalna izdaja: Vključuje namensko funkcijo paketa aplikacij za načrtovanje, SAP Lumira Designer in 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.

SAP S/4HANA Enterprise Portfolio and Project Management, standardna izdaja: Vključuje pravico za ogled informacij o projektih in portfeljih, uporabo analitičnih zmogljivosti, odobritev projektov, faz in odločitvenih točk, izpolnitev vprašalnikov, zagotavljanje podatkov za finančno načrtovanje in načrtovanje kapacitet, ogled in potrditev dodeljenih opravil ter poročanje o prizadevanjih v zvezi s projekti. Vsebuje tudi funkcijo za namensko uporabo paketa aplikacij za načrtovanje, SAP Lumira Designer in SAP Lumira Server.

2.14. **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.

SAP S/4HANA O&G za upravljanje sekundarne distribucije: Vključuje licenco panožnega paketa "SAP S/4HANA Oil & Gas za ravnanje z ogljikovodiki" za do 50.000 prodanih BOEPD. Pri licenciranju skupaj s SAP S/4HANA O&G za postopke maloprodajne mreže za gorivo ostane skupna licenca panožnega paketa "SAP S/4HANA Oil & Gas za upravljanje ogljikovodikov" pri do 50.000 prodanih BOEPD.

2.15. **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.

SAP S/4HANA O&G za postopke prodajne mreže za gorivo na drobno: Vključuje licenco panožnega paketa "SAP S/4HANA Oil & Gas za upravljanje ogljikovodikov" za do 50.000 prodanih BOEPD. Pri licenciranju skupaj s SAP S/4HANA O&G za upravljanje sekundarne distribucije ostane skupna licenca panožnega paketa "SAP S/4HANA Oil & Gas za upravljanje ogljikovodikov" pri do 50.000 prodanih BOEPD.

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 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.

SAP S/4HANA Finance za upravljanje zakladnice in obvladovanje tveganja: Uporaba je omejena na največ sto (100) aktivnih, z naložbami povezanih razredov vrednostnih papirjev na področju vrednostnih papirjev*. V primeru potrebe po večjem številu razredov vrednostnih papirjev je treba pridobiti licenco za SAP Financial Asset Management za zavarovanje.

*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.
* V SAP-jevem sistemu je vsak vrednostni papir (npr. delnica) en razred. Podatki o razredu vsebujejo vse strukturne karakteristike vrednostnega papirja. Ustvarjanje transakcij in upravljanje postavk v upravitelju transakcij temelji na tipih produktov, zato mora biti vsak razred dodeljen tipu produkta.

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.

SAP S/4HANA za upravljanje finančnih sredstev nudi pravice uporabe za vodenje vrednostnih papirjev, denarnega trga, deviz in izvedenih finančnih instrumentov ter izvaja ustrezne dejavnosti knjigovodstva pomožnih knjig v skladu z več vzporednimi zakonodajami.

2.18. Loans Management and Statutory Reporting is not included in the solution and has to be licensed as separate add-ons**.**
Komponenti Loans Management in Statutory Reporting nista vključeni v rešitev in ju je treba licencirati kot ločena dodatka**.**

2.19. **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 za upravljanje finančnih sredstev, dodatek za posojila nudi pravice uporabe za vodenje posojil za namene upravljanja finančnih sredstev zavarovanj ali zakladništva družbe. Izvaja ustrezne knjigovodske dejavnosti pomožne knjige v skladu z več vzporednimi zakonodajami.

2.20. SAP S/4HANA Cloud for financial asset management, private edition does not provide use rights for banking business.
SAP S/4HANA Cloud za upravljanje finančnih sredstev, zasebna izdaja ne nudi pravic uporabe za bančno poslovanje.

2.21. **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).

SAP S/4HANA za upravljanje finančnih sredstev, dodatek za zakonsko poročanje nudi generična orodja, ki jih zavarovalniške družbe lahko uporabljajo kot podlago za izpolnjevanje upoštevnih zakonskih zahtev za upravljanje finančnih sredstev, značilnih za državo. Prav tako nudi vsebino, potrebno za zagotavljanje skladnosti s posebnimi zahtevami nemškega regulativnega organa (BaFin).

2.22. **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).

SAP Business Integrity Screening for S/4HANA: Stranka lahko ustvari nove preglednice in nove poglede (poglede baze podatkov, analitične poglede, poglede napovedi, poglede atributov, poglede izračunov itd.) za bazo podatkov, če se ti uporabljajo v sklopu rešitve SAP Business Integrity Screening za S/4HANA (npr. za nastavitev pravil za dostop do teh preglednic/pogledov).

2.23. **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. SAP S/4HANA R&D for Enterprise Product Engineering, standard includes rights to view, track status and release master data objects including change records, document information records and bills of material.

SAP S/4HANA R&D for Enterprise Product Engineering: Uporaba funkcij skupnega razvoja produkta in sinhronizacije strukture produkta je omejena na funkcijo razvoja produktov. Uporaba aplikacije SAP 3D Visual Enterprise Generator je omejena na eno (1) jedro uporabe. SAP S/4HANA Research and Development za Enterprise Product Engineering, standardna izdaja, vključuje pravice do ogleda, spremljanje statusa in izdajo objektov matičnih podatkov, vključno z zapisi o spremembah, zapisi podatkov o dokumentu in kosovnic.

2.24. **SAP S/4HANA R&D for Enterprise Product Formulation**: Use of collaborative product development and product structure synchronization functionality is limited to recipe development functionality. 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.

SAP S/4HANA R&D for Enterprise Product Formulation: Uporaba funkcij skupnega razvoja produkta in sinhronizacije strukture produkta je omejena na funkcijo razvoja recepture. SAP S/4HANA Research and Development za Enterprise Product Formulation, standardna izdaja, vključuje pravice za ogled, spremljanje statusa in izdajo objektov matičnih podatkov, vključno z zapisi o spremembah, glavnimi recepturami, zapisi podatkov o dokumentu in kosovnic. Poleg tega si lahko Uporabniki ogledajo objekte, ustvarjene pri razvoju recepture, vključno s specifikacijami, recepturami in vsemi priloženimi dokumenti.

2.25. **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.

Paket SAP Knowledge Accelerator za S/4HANA: Lahko se uporablja za potrebe usposabljanja Strankinih zaposlenih in ga ne sme uporabljati tretja oseba oz. se ne sme uporabljati v imenu tretje osebe. Ne glede na katerokoli drugo določilo Načrta za usposabljanje metrik licenc za Uporabnika za Knowledge Acceleration ni dovoljeno prenesti na druge posameznike, četudi izvorni uporabnik ne sme več dostopati do programske opreme Knowledge Acceleration. Če posameznik ni več zaposlen pri Stranki, lahko Stranka prenese tako Uporabniško licenco na drugega uporabnika.

2.26. **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 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.

Sales and Service Order Execution for B2B and B2C za S/4HANA: Rešitev je licencirana za Uporabo za pošiljanje in obdelavo Naročil v licencirani Programski opremi SAP S/4HANA Enterprise Management prek licencirane platforme SAP Business Technology Platform (vključno z vsemi odobrenimi aplikacijami, ki se tam izvajajo) in/ali Ne-SAP-jevih aplikacij. "Ne-SAP-jeve aplikacije" so vse tehnologije, ki niso licencirani paketi, za katere je Stranka pridobila ustrezno licenco od subjekta, ki ni SAP, SAP SE in/ali katerakoli od njegovih/njunih podružnic in/ali distributerjev.

2.27. **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.

Sales and Service Order Execution for B2B za S/4HANA: Rešitev je licencirana za Uporabo pri pošiljanju in obdelavi Naročil Potrošnikov v licencirani Programski opremi SAP S/4HANA Enterprise Management prek licencirane platforme SAP Business Technology Platform (vključno z vsemi odobrenimi aplikacijami, ki se tam izvajajo) in/ali Ne-SAP-jevih aplikacij. "Ne-SAP-jeve aplikacije" so vse tehnologije, ki niso licencirani paketi, za katere je Stranka pridobila ustrezno licenco od subjekta, ki ni SAP, SAP SE in/ali katerakoli od njegovih/njunih podružnic in/ali distributerjev.

2.28. **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.

Purchase Order Execution za S/4HANA: Rešitev je licencirana za Uporabo pri ustvarjanju in obdelavi Naročil v licencirani Programski opremi SAP S/4HANA Enterprise Management prek licencirane platforme SAP Business Technology Platform (vključno z vsemi odobrenimi aplikacijami, ki se tam izvajajo) in/ali Ne-SAP-jevih aplikacij. "Ne-SAP-jeve aplikacije" so vse tehnologije, ki niso licencirani paketi, za katere je Stranka pridobila ustrezno licenco od subjekta, ki ni SAP, SAP SE in/ali katerakoli od njegovih/njunih podružnic in/ali distributerjev.

2.29. **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.

SAP S/4HANA Oil & Gas za računovodstvo in upravljanje ogljikovodikov v zgornjem delu oskrbovalne verige: Uporaba Programske opreme za namensko uporabo SAP Manufacturing Integration and Intelligence je omejena le na predhodne dejavnosti produkcije, razporejanja časa, dodelitve in vzdrževanja.

2.30. **SAP S/4HANA 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.

SAP S/4HANA Oil & Gas za upravljanje pogodb v zgornjem delu oskrbovalne verige: Upstream Contracts Management in Upstream Oil and Gas, ki vključujeta funkcijo Joint Venture Accounting, vključujeta tudi omejene pravice uporabe SAP Document and Reporting Compliance. Licenca za uporabo SAP Document and Reporting Compliance je omejena na uporabo v obsegu poročanja za licence za Upstream Contracts Management in Upstream Oil and Gas. Za uporabo zunaj obsega poročanja za Upstream Contracts Management in Upstream Oil and Gas je potrebna ločena polna licenca za SAP Document and Reporting Compliance.

2.31. **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

SAP Tax, Benefits, and Payment Processing for Public Sector za S/4HANA: Rešitev vključuje vse uporabnike, potrebne za dostop do SAP Gatewaya. Za implementacijo rešitve mora Stranka licencirati tudi rešitev SAP Tax, Benefits, and Payment Processing for Public Sector za CRM in jo postaviti na namestitvi, ločeni od S/4 HANA. Uporaba je omejena na uporabo naslednjih zmogljivosti SAP CRM: Obdelava aplikacij, Upravljanje dolgov in izvrševanja, Sprejemanje odločitev glede olajšav in dodatkov, Obdelava prijav in napovedi, Upravljanje primerov, Začelni postopki pokrovitelja, Finančna skrb za stranke in upravljanje sporov

2.32. **SAP Tax Compliance for S/4HANA**: includes the following Runtime Software:

SAP Tax Compliance za S/4HANA: Rešitev vključuje naslednjo Programsko opremo za namensko uporabo:

- SAP Lumira Discovery
  SAP Lumira Discovery
- SAP BusinessObjects Enterprise limited to 5 Users per block of Licensed Metric for the Software
  SAP BusinessObjects Enterprise, omejena na pet Uporabnikov na blok Licencirane metrike za Programsko opremo

2.33. **SAP Business Partner Screening for S/4HANA**: includes the following Runtime Software:

SAP Business Partner Screening za S/4HANA: Rešitev vključuje naslednjo Programsko opremo za namensko uporabo:

- SAP Lumira Discovery
  SAP Lumira Discovery

2.34. **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”.

SAP S/4HANA za Advanced Variant Configuration, standardna rešitev: Vključuje pravice za konfiguracijo npr. prodajnih nalogov z uporabo konfiguratorja na podlagi SAP Fiori za gradivo, ki uporablja konfiguracijske profile načina "Advanced Variant Configuration" in za ustvarjanje različic gradiva za gradivo, ki uporablja konfiguracijske profile načina "Advanced Variant Configuration".

2.35. **SAP OpenHub for S/4HANA**: For purposes of SAP OpenHub for S/4HANA, "**SAP BW**" means the SAP Business Warehouse 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:
SAP OpenHub za S/4HANA: Za namene SAP OpenHub za S/4HANA je "**SAP BW**" funkcija SAP Business Warehouse, vključena v SAP S/4HANA Enterprise Management, in ne vključuje drugih produktov Business Warehouse, kot je SAP BW4/HANA. S to licenco je podatke mogoče izvoziti iz aplikacije SAP BW v ne-SAP-jeve programske aplikacije na asinhroni način, ki se ne izvaja v dejanskem času. Ko so podatki asinhrono izvoženi v ne-SAP-jevo programsko opremo, dodatne licenčnine ali uporabniki tipa SAP Named User niso potrebni, če uporaba takih podatkov ne sproži nobenih posodobitev in/ali ne sproži nobenih zmožnosti obdelave nobene licenčne Programske opreme. Za namene tega Člena pomeni "asinhrona ekstrakcija" masovni prenos podatkov iz strežnika (tj. ne kot odziv na poizvedbo poročanja v dejanskem času, ki jo je generiral uporabnik tipa Named User ali sistem) za namene analize. Ne glede na vse navedeno, če ima Stranka tudi veljavno licenco za 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
Ljudje lahko Uporabljajo SAP BW prek ne-SAP-jeve programske opreme za izvoz podatkov iz SAP BW v dejanskem času in za to ne potrebujejo licence uporabnika tipa "Named User" ali "Uporabnike" za SAP S/4HANA Enterprise Management; ter

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.
ne-ljudje (npr. roboti, senzorji, čipi, naprave itd.) lahko Uporabljajo SAP BW neposredno ali prek ne-SAP-jeve programske opreme za izvoz podatkov iz SAP BW v nedejanskem ali dejanskem času brez licence za "Uporabnike tipa Named User" ali "Uporabnike" aplikacije SAP S/4HANA Enterprise Management.

2.36. **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.
SAP S/4HANA, dodatek za integracijo oskrbovalne verige za SAP Integrated Business Planning: Rešitev se sme uporabljati le za lažjo integracijo SAP S/4HANA z drugo SAP-jevo Programsko opremo.

2.37. **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.
Integracija sistema PLM za SAP S/4HANA je vključena v SAP S/4HANA in se lahko uporablja le za integracijo s SAP Enterprise Product Development. Za uporabo integracije sistema PLM za SAP S/4HANA z drugimi sistemi so potrebne ločene licence.

2.38. **SAP S/4HANA Digital Access**:
SAP S/4HANA Digital Access:

2.38.1.1. This Package grants:
Ta Paket podeljuje:

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
Ljudem licenco za Uporabo S/4HANA Enterprise Management ("S/4 EM") prek Ne-SAP-jevih aplikacij, ki so neposredno vključene v S/4 EM, in za to ne potrebujejo licence uporabnika tipa "Named User" in/ali "Uporabnika" za S/4 EM; in

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").
Ne-ljudem (npr. robotom, senzorjem, čipom, napravam itd.) licenco za Uporabo S/4 EM neposredno ali prek Ne-SAP-jevih aplikacij, ki so neposredno vključene v S/4 EM, in za to ne potrebujejo licence uporabnika tipa "Named User" in/ali "Uporabnika" za S/4 EM (skupaj "Digital Access za S/4 EM").

2.38.2. Solely for purposes of SAP S/4HANA Digital Access:
Izključno za namene SAP S/4HANA Digital Access:

a) S/4 EM shall not include SAP Business Warehouse Software.
S/4 EM ne vključuje programske opreme SAP Business Warehouse.

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.
S/4 EM vključuje SAP ERP Foundation Starter paket za zagotavljanje skladnosti S/4HANA za obdobje, v katerem ima Stranka sicer pravico do uporabe takega paket za zagotavljanje skladnosti iz te Pogodbe.

c) "**Non-SAP Application(s)**" means:
"**Ne-SAP-jeve aplikacije**" so:

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
Vsa tehnologija, katere lastnik je Stranka in za katero je Stranka pridobila ustrezno licenco/naročnino od subjekta, ki ni SAP, SAP SE in/ali njuna podružnica in/ali distributer (razen za izključno uporabo kot Aplikacija za povezovanje med SAP-jevo aplikacijo in S/4 EM ter kot Uporabniški vmesnik za S/4 EM); in/ali

ii. SAP Technology Solutions.
SAP-jeve tehnološke rešitve.

d) "**User Interface(s)**" means any technologies that
"**Uporabniški vmesniki**" so vsa tehnologija, ki

i. Customer owns and/or for which Customer has secured an appropriate license/subscription; and
je v lasti Stranke in/ali za katero je Stranka pridobila ustrezno licenco/naročnino; in

ii. are used to develop/manage user interaction features and characteristics for S/4 EM.
se uporablja za razvoj/upravljanje funkcij in značilnosti interakcije uporabnika za S/4 EM.

2.38.2.2. Solely for clarity regarding S/4 EM licensing requirements under this Agreement, 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.
V pojasnilo licenčnih zahtev za S/4 EM v skladu s to Pogodbo: Uporabniški vmesniki za S/4 EM so del S/4 EM, zato morajo imeti uporabniki, ki Uporabljajo S/4 EM prek takih Uporabniških vmesnikov, licenco za uporabnika tipa "Named User" in/ali "Uporabnik" za S/4 EM, kot je ustrezno.

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).
"**SAP-jeve tehnološke rešitve**" so SAP NetWeaver Foundation za aplikacije tretjih oseb, SAP Business Technology Platform (razen če se uporablja izključno kot aplikacija za povezavo med SAP-jevo aplikacijo in S/4 EM), rešitve SAP Signavio in SAP Process Insights (vključno z vsemi preimenovanimi, prejšnjimi in/ali naslednjimi različicami katerekoli navedene rešitve, ki jo SAP da splošno na voljo, če obstaja, razen če se navedeno uporablja kot Uporabniški vmesnik za 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.
"**Aplikacije za povezavo**" so vsa integracijska tehnologija, katere osnovna funkcija je neposredna povezava ločenih aplikacij, da se omogoči neposredna komunikacija in/ali upravljanje podatkov med takimi ločenimi aplikacijami s tako integracijsko tehnologijo.

c) "**SAP Application(s)**" means all Packages (i.e. all Software and Third Party Software) licensed under the Agreement and/or SAP cloud services for which Customer has a valid subscription, excluding User Interfaces for S/4 EM, SAP Technology Solutions and all database Packages.
"**SAP-jeve aplikacije**" so vsi paketi (npr. vsa programska oprema in programska oprema tretje osebe), licencirani s Pogodbo, in/ali SAP-jeve storitve v oblaku, za katere ima Stranka veljavno naročnino, razen Uporabniških vmesnikov za S/4 EM, SAP-jevih tehnoloških rešitev in vseh paketov baze podatkov.

2.38.2.3. 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 under "Documents for SAP S/4HANA Digital Access" in the metrics section of this SUR. 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.
Ves Digital Access za S/4 EM se licencira izključno na podlagi števila dokumentov, ustvarjenih na leto s takšnim Digital Access za S/4 EM. Dokumenti so enolični zapisi (npr. enolične digitalne postavke/objekti), kot je opredeljeno pod "Dokumenti za SAP S/4HANA Digital Access" v segmentu o metrikah v tem PUPO. Vsak dokument velja kot en (1) dokument, razen Dokumentov gradiva in Finančnih dokumentov, od katerih vsak velja kot 0,2 dela dokumenta. Vendar pa, če se z avtomatizirano obdelavo dokumenta v S/4 EM iz ene vrste dokumenta v SAP S/4 EM ustvari en ali več dodatnih dokumentov različnih vrst, se taki dodatni dokumenti ne štejejo.

2.38.2.4. 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.
Če je ne-SAP-jeva aplikacija povezana s S/4 EM prek aplikacije za povezavo, takšna ne-SAP-jeva aplikacija še vedno velja kot neposredno integrirana v S/4 EM za namene nudenja tega. Vsi ljudje in/ali ne-ljudje, ki uporabljajo S/4 EM prek aplikacij, ki so integrirane v ne-SAP-jevo aplikacijo, ki je neposredno integrirana v S/4 EM, ne potrebujejo licenc kot uporabniki tipa Named User in/ali User za S/4 EM.

2.39. **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.
SAP S/4HANA za pomožno knjigo finančnih produktov, bančniška možnost: Uporaba SAP S/4HANA za pomožno knjigo finančnih produktov, bančniška opcija je omejena na funkcije in procese za računovodstvo pomožne knjige finančnih instrumentov.

2.40. **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 in this version.
SAP S/4HANA za pomožno knjigo finančnih produktov, zavarovalniška opcija, standardna izdaja: Uporaba SAP S/4HANA za pomožno knjigo finančnih produktov, zavarovalniška možnost, standardna izdaja vključuje funkcije in postopke za računovodstvo pomožne knjige samo za zavarovalniške pogodbe. Programska komponenta SAP Profitability and Performance Management v tej različici ni vključena.

2.41. **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.
SAP Assurance and Compliance Software (ACS) za S/4HANA (vključene aplikacije: Business Integrity Screening, Tax Compliance & Audit Management): Replikacija podatkov iz drugega izvornega sistema, ki uporablja bazo podatkov tretje osebe, zahteva licenco za neomejeno uporabo za to izvorno bazo podatkov. Licenca za bazo podatkov za čas izvajanja, ki jo prodaja SAP, ne zadošča.

2.42. **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.
S/4HANA Insurance za upravljanje polic, standardna izdaja: Komponente programske opreme msg Product Manager Quattro in Auto add-on družbe msg nista vključeni v to različico.

2.43. **SAP S/4HANA for card management**: includes the following Runtime Software:; SAP S/4HANA for loans management (TRBK), foundation, SAP S/4HANA 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.

SAP S/4HANA za upravljanje kartic: Vključuje naslednjo Programsko opremo za namensko uporabo: SAP S/4HANA za upravljanje posojil (TRBK), osnova, SAP S/4HANA za upravljanje posojil (CML), osnova, SAP S/4HANA za upravljanje zavarovanj, osnova, SAP S/4HANA za upravljanje pologov, osnova, SAP S/4HANA za davek na kapitalski donos, osnova, SAP S/4HANA za osredinjenje plačil, osnova; vse le za uporabo v povezavi s SAP S/4HANA za upravljanje kartic.

2.44. **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.

SAP Payroll Processing za SAP S/4HANA: Licenca za enako število Uporabnikov rešitve SAP S/4HANA Core HCM oz. SAP SuccessFactors Employee Central je pogoj za uporabo rešitve SAP Payroll Processing za SAP S/4HANA. Če je tak pogoj izpolnjen z aktivno naročnino za SAP SuccessFactors Employee Central, sme Stranka v Obdobju naročnine za oblak uporabljati funkcijo razširjenih matičnih podatkov in konfiguracije v rešitvi SAP S/4HANA Core HCM izključno za obdelavo obračunov plač in izvedbo lokalnih transakcij, povezanih z zagotavljanjem skladnosti s predpisi države, ki jih ni mogoče dokončati z rešitvijo SAP SuccessFactors Employee Central ("**Omejena funkcija Core HCM**"). Za vsako uporabo rešitve SAP S/4HANA Core HCM, ki presega Omejeno funkcijo Core HCM, kar med drugim vključuje uporabo Organizacijskega upravljanja in upravljanja delovnih mest, Upravljanja bonitet, Upravljanja načrta delovnega časa in Upravljanja odsotnosti, je potrebna ločena licenca za SAP S/4HANA Core HCM.

2.45. **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.

SAP S/4HANA, oskrbovalna veriga za upravljanje stroškov prevoza; **SAP S/4HANA, oskrbovalna veriga za načrtovanje in izvedbo transporta**; **ter SAP Transportation Management for T&L v SAP S/4HANA**: Ti paketi vključujejo SAP Event Management v SAP S/4HANA, vendar je uporaba SAP Event Management v SAP S/4HANA omejena na transportne postopke v okviru SAP Transportation Management, kot so sledenje tovora, tovorni nalogi in tovorne enote.

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

SAP S/4HANA za Bill-to-Cash Management družb za oskrbo z energijo vključuje naslednjo programsko opremo za namensko uporabo: SAP S/4HANA za napredno konfiguracijo različic.

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

S/4HANA Utilities za odnose s stranko vključuje naslednjo programsko opremo za namensko uporabo: SAP S/4HANA za napredno konfiguracijo različic.

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

SAP S/4HANA za Bill-to-Cash Management družb za oskrbo z vodo vključuje naslednjo programsko opremo za namensko uporabo: SAP S/4HANA za napredno konfiguracijo različic.

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

SAP S/4HANA za upravljanje podatkov odčitavanja in poslovanje družb za oskrbo z vodo vključuje naslednjo programsko opremo za namensko uporabo: SAP S/4HANA za napredno konfiguracijo različic.

3. S/4HANA THIRD PARTY RESELLING
PRODAJA S/4HANA PREK TRETJIH OSEB

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.

SAP Archiving and Document Access družbe OpenText za SAP S/4HANA: Uporaba je opredeljena kot dostop zaposlenih in pogodbenikov, ki neposredno uporabljajo komponente SAP-jeve Programske opreme, npr. pregled družbe, prikazi poslovnih procesov, iskanje po celotnem besedilu ipd. in/ali shranjevanje ali priklic dokumentov v strežniku OpenText Archive Server. Podpora za arhiviranje podatkov in dostop do arhiviranih podatkov ter podpora za SAP Information Lifecycle Management sta vključeni za licencirani subjekt, če je Stranka pridobila licenco za minimalno število uporabnikov tipa Document Access.

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.

SAP Archiving and Document Access družbe OpenText, možnost za omejeni dostop za SAP S/4HANA, SAP Extended Enterprise Content Management družbe OpenText, možnost za omejeni dostop za SAP S/4HANA: Vsak Strankin Uporabnik je omejen na 52 dni prijav na leto. "Dan prijave" je dan z eno ali več prijavami takega uporabnika v programsko opremo.

4. ERP

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.

Purchase Order Execution: Rešitev Purchase Order Execution ("**POE**") je licencirana za Uporabo (z izjemo Strankinih zaposlenih) za ustvarjanje in obdelavo Naročil v licencirani Programski opremi ERP prek licencirane platforme SAP Business Technology Platform (vključno z vsemi odobrenimi aplikacijami, ki se tam izvajajo) in/ali Ne-SAP-jevih aplikacij. Za POE ni potrebna licenca za uporabnika tipa Named User. "Ne-SAP-jeve aplikacije" so vse tehnologije, ki niso licencirani paketi, za katere je Imetnik licence zagotovil ustrezno licenco od subjekta, ki ni SAP, SAP SE in/ali katerakoli od njunih podružnic in/ali distributerjev.

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.

Sales and Service Order Execution for B2B and B2C: Rešitev Sales and Service Order Execution for B2B and B2C ("**SOE B2B/C**") je licencirana za Uporabo (z izjemo Strankinih zaposlenih) pri ustvarjanju in obdelavi Naročil v licencirani Programski opremi ERP prek licencirane platforme SAP Business Technology Platform (vključno z vsemi odobrenimi aplikacijami, ki se tam izvajajo) in/ali Ne-SAP-jevih aplikacij. Za SOE B2B/C ni potrebna licenca za uporabnika tipa Named User. "Ne-SAP-jeve aplikacije" so vse tehnologije, ki niso licencirani paketi, za katere je Stranka zagotovila ustrezno licenco od subjekta, ki ni SAP, SAP SE in/ali katerakoli od njunih podružnic in/ali distributerjev.

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 Business Technology 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.

Sales and Service Order Execution for B2C: Rešitev Sales and Service Order Execution for B2C ("**SOE B2C**") je licencirana za Uporabo pri pošiljanju in obdelavi Naročil Potrošnikov v licencirani Programski opremi ERP prek licencirane platforme SAP Business Technology Platform (vključno z vsemi odobrenimi aplikacijami, ki se tam izvajajo) in/ali Ne-SAP-jevih aplikacij. Za SOE B2C ni potrebna licenca za uporabnika tipa Named User. "Ne-SAP-jeve aplikacije" so vse tehnologije, ki niso licencirani paketi, za katere je Stranka zagotovila ustrezno licenco od subjekta, ki ni SAP, SAP SE in/ali katerakoli od njunih podružnic in/ali distributerjev.

4.4. **SAP Digital Access**: This Package grants:

SAP Digital Access: Ta paket podeli:

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

Ljudem licenco za Uporabo SAP ERP ("**ERP**") prek Ne-SAP-jevih aplikacij, ki so neposredno vključene v ERP, in za to ne potrebujejo licence uporabnika tipa "Named User" za ERP; ter

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**").

Ne-ljudem (npr. robotom, senzorjem, čipom, napravam itd.) licenco za Uporabo ERP neposredno ali prek Ne-SAP-jevih aplikacij, ki so neposredno vključene v ERP, in za to ne potrebujejo licence uporabnika tipa "Named User" za ERP (skupaj "**Digital Access za ERP**").

4.4.1. Solely for purposes of SAP Digital Access:
Izključno za namene SAP Digital Access:

a) ERP shall not include SAP Business Warehouse Software.
ERP ne vključuje programske opreme SAP Business Warehouse.

b) "**Non-SAP Application(s)**" means:
"**Ne-SAP-jeve aplikacije**" so:

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
Vsa tehnologija, katere lastnik je Stranka in za katero je Stranka pridobila ustrezno licenco/naročnino od subjekta, ki ni SAP, SAP SE in/ali njuna podružnica in/ali distributer (razen za izključno uporabo kot Aplikacija za povezovanje med SAP-jevo aplikacijo in ERP ter kot Uporabniški vmesnik za ERP); in/ali

ii. SAP Technology Solutions.
SAP-jeve tehnološke rešitve.

c) "**User Interface(s)**" means any technologies that
"**Uporabniški vmesniki**" so vsa tehnologija, ki

i. Customer owns and/or for which Customer has secured an appropriate license/subscription and
je v lasti Stranke in/ali za katero je Stranka pridobila ustrezno licenco/naročnino; in

ii. is/are used to develop/manage user interaction features and characteristics for ERP. Solely for clarity regarding ERP licensing requirements under this Agreement, 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.
se uporablja za razvoj/upravljanje funkcij in značilnosti interakcije uporabnika za ERP. V pojasnilo glede licenčnih zahteve za ERP v skladu s to Pogodbo: Uporabniški vmesniki za ERP so del ERP, zato morajo imeti uporabniki, ki Uporabljajo ERP prek takih Uporabniških vmesnikov licenco za uporabnika tipa "Named User" in/ali "User" za ERP, kot je ustrezno.

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).
"**SAP-jeve tehnološke rešitve**" so SAP NetWeaver Foundation za aplikacije tretjih oseb, SAP Business Technology Platform (razen če se uporablja izključno kot aplikacija za povezavo med SAP-jevo aplikacijo in ERP), rešitve SAP Signavio in SAP Process Insights (vključno z vsemi preimenovanimi, prejšnjimi in/ali naslednjimi različicami katerekoli navedene rešitve, ki jo SAP da splošno na voljo, če obstaja, razen če se navedeno uporablja kot Uporabniški vmesnik za 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.
"**Aplikacije za povezavo**" so vsa integracijska tehnologija, katere osnovna funkcija je neposredna povezava ločenih aplikacij, da se omogoči neposredna komunikacija in/ali upravljanje podatkov med takimi ločenimi aplikacijami s tako integracijsko tehnologijo.

f) “**SAP Application(s)**” means all Packages (i.e. all Software and Third Party Software) licensed under the Agreement and/or SAP cloud services for which Customer has a valid subscription, excluding User Interfaces for ERP, SAP Technology Solutions and all database Packages.
"**SAP-jeve aplikacije**" so vsi paketi (npr. vsa programska oprema in programska oprema tretje osebe), licencirani s Pogodbo, in/ali SAP-jeve storitve v oblaku, za katere ima Stranka veljavno naročnino, razen Uporabniških vmesnikov za ERP, SAP-jevih tehnoloških rešitev in vseh paketov baze podatkov.

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 under “Documents for SAP Digital Access” in the metrics section of this SUR. 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 1 Document Type results in the subsequent creation in ERP of 1 or more additional Documents of different Document Type(s), such additional Documents shall not be counted.
Ves Digital Access za ERP se licencira izključno na podlagi števila dokumentov, ustvarjenih na leto s takšnim Digital Access za ERP. Dokumenti so enolični zapisi (npr. enolični digitalne postavke/objekti), kot je opredeljeno v "Dokumentih za SAP Digital Access" v segmentu o metrikah v tem PUPO. Vsak dokument velja kot en (1) dokument, razen Dokumentov gradiva in Finančnih dokumentov, od katerih vsak velja kot 0,2 dela dokumenta. Vendar pa, če se z avtomatizirano obdelavo dokumenta v ERP iz ene vrste dokumenta v ERP ustvari en ali več dodatnih dokumentov različnih vrst dokumentov, se takšni dodatni dokumenti ne štejejo.

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.
Če je ne-SAP-jeva aplikacija povezana z ERP prek aplikacije za povezavo, takšna ne-SAP-jeva aplikacija še vedno velja kot neposredno integrirana v ERP za namene nudenja tega. Vsi ljudje in/ali ne-ljudje, ki uporabljajo ERP prek aplikacij, ki so integrirane v ne-SAP-jevo aplikacijo, ki je neposredno integrirana v ERP, ne potrebujejo licenc kot uporabniki tipa Named User za 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.
SAP Enterprise Risk and Compliance Management, risk management and Bank Communication Management: Rešitev lahko zahteva prenos dodatne komponente iz trgovine z aplikacijami tretje osebe. Vsaka dodatna komponenta je predmet ustrezne licenčne pogodbe.

4.6. **SAP Treasury and Risk Management**: Use of SAP Treasury and Risk Management is limited to a maximum of 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 have to be licensed.
SAP Treasury and Risk Management: Uporaba SAP Treasury and Risk Management je omejena na največ sto (100) aktivnih z naložbami povezanih razredov vrednostnih papirjev na področju vrednostnih papirjev*. Če je potrebno večje število razredov vrednostnih papirjev, je treba pridobiti licenco za Panožni paket SAP Financial Asset Management za zavarovanje.

* 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.
* V SAP-jevem sistemu je vsak vrednostni papir (npr. delnica) en razred. Podatki o razredu vsebujejo vse strukturne karakteristike vrednostnega papirja. Ustvarjanje transakcij in upravljanje postavk v upravitelju transakcij temelji na tipih produktov, zato mora biti vsak razred dodeljen tipu produkta.

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 provides 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 (EHS Management, Environment, Health and Safety; SAP EHS Management, Product Safety; SAP EHS Management, Product and REACH compliance): SAP jamči le za funkcionalni obseg prej omenjenih produktov. Vendar pa SAP ne jamči in ne zagotavlja skladnosti teh produktov s predpisi. Za implementacijo teh produktov v skladu s predpisi je odgovorna Stranka. SAP nudi javno dostopne informacije kot pomoč pri poslovnih procesih obračuna in poročanja (v tem dokumentu "vsebina") v programskem produktu EHS Management, Environment, Health,

and Safety. SAP ne jamči za točnost vsebine ali za to, da bo Stranka z uporabo vsebine pridobila kakršnekoli specifične rezultate. SAP jamči le, da je pri zbiranju in združevanju vsebine uporabil ustrezno poslovno previdnost.

4.8. **SAP EHS Management, Environment, Health and Safety**: Individuals 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 do not require 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.

SAP EHS Management, Environment, Health and Safety: Posamezniki, ki uporabljajo funkcijo za upravljanje dogodkov v rešitvi SAP EHS Management, Environment, Health and Safety le za vnos podatkov za začetno poročanje o dogodkih in zagotavljanje podatkov za raziskave dogodkov, ne potrebujejo licence za uporabnike tipa Named User. Tak vnos podatkov lahko poteka asinhrono (brez povezave) prek orodja Adobe Interactive Form, sinhrono (s povezavo) z neposredno interakcijo s SAP-jevim sistemom ali prek mobilnih naprav. Izjema velja samo za uporabo pri vnosu podatkov za upravljanje dogodkov in ne velja za nobeno drugo uporabo funkcionalnosti za upravljanje dogodkov ali nobeno funkcionalnost SAP EHS Management vključno s procesiranjem, raziskovanjem in štetjem dogodkov ter zakonskim poročanjem. SAP EHS Management, Environment, Health and Safety ne vključuje pravic za SAP EHS Management, Product Safety in SAP EHS Management, Product and REACH Compliance. Rešitev SAP EHS Management, Environment, Health and Safety lahko zahteva prenos dodatne komponente iz trgovine z aplikacijami tretje osebe. Vsaka dodatna komponenta je predmet ustrezne licenčne pogodbe. Rešitev SAP EHS Management, Environment, Health and Safety vključuje funkcionalnost mobilne platforme.

4.9. **SAP Quality Issue Management**: 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) do not require 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.

SAP Quality Issue Management: Posamezniki, ki uporabljajo SAP Quality Issue Management le za vnos podatkov za začetno poročanje o dogodkih in zagotavljanje podatkov za raziskave dogodkov (odprtih in zaprtih), ne potrebujejo licence za uporabnike tipa Named User. Tak vnos podatkov lahko poteka asinhrono (brez povezave) prek orodja Adobe Interactive Form, sinhrono (s povezavo) z neposredno interakcijo s SAP-jevim sistemom ali prek mobilnih naprav. Izjema velja samo za uporabo pri vnosu podatkov za upravljanje dogodkov in ne velja za nobeno drugo uporabo funkcionalnosti za upravljanje dogodkov in nobeno drugo funkcionalnost 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.

SAP Management of Change: Licenca za uporabnika tipa Named User ni potrebna za zaposlene, izvajalce in uporabnike poslovnih partnerjev, ki uporabljajo SAP Management of Change samo za ustvarjanje zahtev za spremembo. Ta izjema velja samo za ustvarjanje zahtev za spremembo in ne velja za uporabo nobene druge funkcije SAP Management of Change, vključno z odobritvami.

5. LINE OF BUSINESS
DEJAVNOST DRUŽBE

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

Track & Trace and Extended Warehouse Management: Strankini Poslovni partnerji, ki dostopajo do rešitev Track & Trace in Extended Warehouse Management le za pregledovanje statusa sledenja in sporočil o dogodkih poročanja, ne potrebujejo licence uporabnika tipa SAP Named User.

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.

SAP Transportation Management/SAP Transportation Management for T&L: Zunanji uporabniki nudijo ali pregledujejo podatke za SAP Transportation Management/SAP Transportation Management for T&L kot del načrtovanja, izvedbe ali obračuna tovora znotraj SAP TM. Med Zunanje uporabnike sodijo stranke, dobavitelji, zaposleni pri poslovnih partnerjih ali vozniki, zaposleni pri Stranki. Zunanji uporabniki ne potrebujejo licence za uporabnika tipa SAP Named User. To vključuje vse potrebne uporabnike za dostop do SAP Gatewaya.

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.

SAP Manufacturing Execution (ME): Rešitev vključuje SAP Manufacturing Integration and Intelligence (MII) izključno za integracijo ME v Strankin SAP-jev sistem.

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

SAP Customer Engagement and Commerce (CEC):

5.4.1. Use of the following CEC Packages does not require a Named User license:

Paketi CEC, za katere ni potrebna licenca za uporabnika tipa Named User:

a) SAP CRM Sales

SAP CRM Sales

b) SAP CRM Service
SAP CRM Service

c) SAP CRM Marketing
SAP CRM Marketing

d) SAP CRM Loyalty Management
SAP CRM Loyalty Management

e) SAP Sales and Service Order Execution for B2C
SAP Sales and Service Order Execution for B2C

f) SAP Sales and Service Order Execution for B2B & B2C
SAP Sales and Service Order Execution for B2B & B2C

g) SAP Contact Center
SAP Contact Center

h) SAP Trade Promotion Planning and Management
SAP Trade Promotion Planning and Management

i) SAP Advanced Analytics for Trade Management
SAP Advanced Analytics for Trade Management

j) SAP Customer Business Planning
SAP Customer Business Planning

k) SAP Configure, Price and Quote for product configuration
SAP Configure, Price and Quote za konfiguracijo produktov

l) SAP Configure, Price and Quote for solution sales configuration
SAP Configure, Price, and Quote za konfiguracijo prodaje rešitev

m) Desktop Connection for SAP CRM – enterprise edition
Povezava namizja za SAP CRM – izdaja za podjetja

5.4.2. Use of the following SAP Billing related Packages does not require a Named User license:
Paketi, povezani s SAP Billing, za katere ni potrebna licenca za uporabnika tipa Named User:

a) SAP Billing
SAP Billing

b) SAP Billing, charging
SAP Billing, obračunavanje

c) SAP Billing, invoicing
SAP Billing, fakturiranje

d) SAP Billing, customer financials
SAP Billing, finance za stranke

e) SAP Billing, flexible solution billing
SAP Billing, prilagodljivo zaračunavanje rešitev

f) SAP Billing, mediation by DigitalRoute
SAP Billing, mediacija družbe DigitalRoute

5.4.3. Use of the following SAP Packages does not require a Named User license:
SAP-jevi paketi, za katere ni potrebna licenca za uporabnika tipa Named User:

a) SAP Digital Documents by OpenText, first 200 units
SAP Digital Documents družbe OpenText, prvih 200 enot

b) SAP Digital Asset Management by OpenText
SAP Digital Asset Management družbe OpenText

c) SAP Digital Asset Management by OpenText, limited access option
SAP Digital Documents družbe OpenText, možnost za omejeni dostop

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 Customer and its affiliates/subsidiaries.
SAP CRM Sales; SAP CRM Service; SAP CRM Marketing: Uporaba paketov SAP CRM Sales, SAP CRM Service in SAP CRM Marketing je omejena na Stranko in njene izpostave/podružnice.

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 Customer's Business Partners to access the SAP CRM Sales; SAP CRM Service; or SAP CRM Marketing package respectively, in accordance with the terms of the Agreement.
SAP CRM Sales, Limited Access; SAP CRM Service, Limited Access; SAP CRM Marketing, Limited Access: Licenciranje SAP CRM Sales z omejenim dostopom, SAP CRM Service z omejenim dostopom ali SAP CRM Marketing z omejenim dostopom omogoča Strankinim Poslovnim partnerjem dostop do ustreznega paketa SAP CRM Sales, SAP CRM Service ali SAP CRM Marketing v skladu s pogoji iz Pogodbe.

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.
SAP Billing, charging; SAP Billing: Če se Programska oprema SAP Billing, obračunavanje, in SAP Billing, vključena v sklicnih produktih, Uporablja za oz. kot pomoč pri zaračunavanju in izračunavanju deleža prihodkov od predplačniških telekomunikacijskih produktov, storitev ali

sistemov v Državah z omejitvijo ali kot oddaljena pomoč za predplačniške telekomunikacijske sisteme v Državah z omejitvijo, mora Stranka od družbe Freedom Wireless pridobiti licenco, ki dovoli tako Uporabo. Države z omejitvijo so Avstralija, Brazilija, Kanada, Kitajska, Izrael, Japonska, Južna Koreja, Mehika in Združene države Amerike. Če Imetnik licence od družbe Freedom Wireless ne pridobi licence, ki dovoljuje tako uporabo, so vse SAP-jeve povezane garancije, vključno z vsemi garancijami in/ali odškodninami v primeru nekršitve pravic intelektualne lastnine, v najširšem pravnem smislu nične in neveljavne.

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

Paket SAP Enterprise Product Engineering: Uporaba funkcij skupnega razvoja produkta in sinhronizacije strukture produkta je omejena na funkcijo razvoja produktov. Uporaba aplikacije SAP 3D Visual Enterprise Generator je omejena na eno (1) jedro uporabe. Za vso uporabo, ki presega navedeno, je potrebno licenciranje različice za neomejeno uporabo za 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.

Paket SAP Enterprise Product Formulation: Uporaba funkcij skupnega razvoja produkta in sinhronizacije strukture produkta je omejena na funkcijo razvoja recepture.

5.10. **SAP Yard Logistics**: includes Runtime Software of SAP's Extended Warehouse Management (EWM). 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).

SAP Yard Logistics: Rešitev vključuje Programsko opremo za namensko uporabo SAP-jevega produkta Extended Warehouse Management (EWM). Uporaba aplikacije SAP Extended Warehouse Management izključuje Uporabo postopkov na podlagi dostav in dobav, funkcionalnosti, povezanih s sistemom za vodenje toka materiala, ter postopkov skladiščenja (razen postopkov, povezanih s Transportation Unit ali Yard).

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.

SAP ERP, dodatek za integracijo oskrbovalne verige za SAP Integrated Business Planning: Mogoče ga je uporabiti le za olajšanje integracije ERP-ja z drugo SAP-jevo Programsko opremo. Integracija sistema PLM za SAP ERP je vključena v SAP ERP in se lahko uporablja le za integracijo s SAP Enterprise Product Development. Za uporabo integracije sistema PLM za SAP ERP z drugimi sistemi so potrebne ločene licence.

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.

SAP Extended Sourcing and SAP Contract Lifecycle Management: Rešitev vključuje naslednjo Programsko opremo za namensko uporabo: SAP BusinessObjects Enterprise za uporabo le v povezavi s SAP Extended Sourcing and SAP Contract 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 and application kit, SAP Lumira Designer and SAP Lumira Server.

SAP Enterprise Portfolio and Project Management, standardna izdaja: Vključuje pravico za ogled podatkov o projektih in portfeljih, uporabo analitičnih zmogljivosti, odobritev projektov, faz in odločitvenih točk, izpolnjevanje vprašalnikov, zagotavljanje podatkov za finančno načrtovanje in načrtovanje kapacitet, ogled in potrditev dodeljenih opravil ter poročanje o prizadevanjih v zvezi s projekti. Vsebuje tudi funkcijo za namensko uporabo paketa aplikacij za načrtovanje, SAP Lumira Designer in 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.

SAP Enterprise Portfolio and Project Management, profesionalna izdaja: Rešitev vključuje funkcijo časa izvajanja paketa aplikacij za načrtovanje, SAP Lumira Designer in 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.

SAP Visual Enterprise: SAP 3D Visual Enterprise Generator, SAP Visual Enterprise View Edition Generator in izbirni dodatki. Programska oprema SAP Visual Enterprise (prej Right Hemisphere), licencirana s to Pogodbo, lahko vsebuje določeno odprto kodo tretje osebe in/ali druge komponente za brezplačni prenos (skupaj "Komponente za brezplačni prenos"). Na strani http://www.righthemisphere.com/oslicenses.html so objavljena nekatera obvestila v zvezi s Komponentami za brezplačen prenos. Ne glede na vse navedeno posameznik, ki dostopa do licencirane Programske opreme SAP Visual Enterprise samo za ogled izhodnih datotek, ne potrebuje licence za uporabnika tipa SAP Named User. Programska oprema SAP Visual Enterprise Viewer je Strankam z licenco za programsko opremo Visual Enterprise Generator, Visual Enterprise Access in/ali Visual Enterprise Author na voljo brezplačno.

5.16. **SAP Contact Center**: includes the following Runtime Software: SAP BusinessObjects Web Intelligence and SAP Lumira Server which excludes the following rights:

SAP Contact Center: Rešitev vključuje naslednjo Programsko opremo za namensko uporabo: SAP BusinessObjects Web Intelligence in SAP Lumira Server, kar izključuje naslednje pravice:

a) Creation of a new Lumira document using Lumira Server
Izdelava novega dokumenta Lumira z uporabo strežnika Lumira Server.

b) Modification of existing Lumira documents using Lumira Server

Spreminjanje obstoječih dokumentov Lumira z uporabo strežnika 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 Customers.

SAP ERP, omejena izdaja za namensko uporabo: Rešitev se lahko Uporablja samo v obsegu, potrebnem za delovanje druge Programske opreme, ki jo je Stranka licencirala po Pogodbi, če je v SAP-jevi dokumentaciji navedeno, da takšna druga Programska oprema za delovanje tehnično potrebuje funkcije SAP ERP. Za uporabo SAP ERP, omejena izdaja za namensko uporabo, ni potrebna licenca za uporabnika tipa Named User. SAP ERP, omejena izdaja za namensko uporabo, je na voljo le za Stranke s Programsko opremo S/4HANA.

6. INDUSTRY PORTFOLIO
PANOŽNI PORTFELJ

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...).

SAP Tax, Benefits, and Payment Processing for Public Sector: Rešitev vključuje vse uporabnike, potrebne za dostop do SAP Gatewaya. Licenca za uporabnika tipa Named User za Tax, Benefits, and Payment Processing for Public Sector ni potrebna za zunanje uporabnike, ki so predstavniki stika (npr. davkoplačevalec ali davčni uslužbenec v imenu davkoplačevalca, ki dostopa do sistema za spletno vložitev in plačila), razen če delajo v imenu Stranke (npr. ocenjevalec delovnih mest itd.).

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.

Regulatory Reporting družbe iBS, Accounts; Regulatory Reporting družbe iBS, Derivatives; Regulatory Reporting družbe iBS, P/C/S Cashflow; Regulatory Reporting družbe iBS, Retail Cashflow: Licenčna programska oprema iBS se sme Uporabljati le za podporo Strankinih poslovnih postopkov v Nemčiji, Avstriji in/ali Švici.

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.

SAP Business Integrity Screening: Rešitev vključuje naslednjo Programsko opremo za namensko uporabo: SAP (i) Lumira Discovery in (ii) dostop samo za branje do Automated Predictive Libraries (APL) in Predictive Analytics Integrator (PAI). Če se programska oprema uporablja s HANA z omejeno licenco za namensko uporabo, se lahko HANA Studio in Web IDE uporabljata za oblikovanje posebnih podatkovnih modelov za aplikacijo, kar med drugim vključuje ustvarjanje preglednic in razširitev.

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.

Cerner i.s.h.med družbe SAP, osrednji paket: Postavitev in uporaba programske opreme oz. dostop do nje niso dovoljeni posameznikom v Afganistanu, Albaniji, Alžiriji, Monaku, Južnem Sudanu, na Švedskem in v Združenih državah Amerike.

6.5. **SAP Budgeting and Planning for Public Sector**: includes the following Runtime Software: SAP Business Planning and Consolidation, version for SAP NetWeaver (planning only).

SAP Budgeting and Planning for Public Sector: Rešitev vključuje naslednjo Programsko opremo za namensko uporabo: SAP Business Planning and Consolidation, različica za SAP NetWeaver (le načrtovanje).

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 Mobile Inclusive Banking, SAP Omnichannel Banking, digitalna opcija za pravne osebe, SAP Omnichannel Banking, digitalna opcija za fizične osebe: Navedene aplikacije Mobile Apps vključujejo funkcijo mobilne platforme za uporabo z mobilnimi aplikacijami.

6.7. **SAP Customer Profitability Analytics**: includes the following Runtime Software: read-only access to:

SAP Customer Profitability Analytics: Rešitev vključuje naslednjo Programsko opremo za omejeno uporabo: Dostop samo za branje do:

a) Automated Predictive Libraries (APL); and
Automated Predictive Libraries (APL); in

b) Predictive Analytics Integrator (PAI).
Predictive Analytics Integrator (PAI).

6.8. **SAP Predictive Maintenance and Service, add on for utilities**: is not designed to process personal data.

SAP Predictive Maintenance and Service, dodatek za oskrbo: Rešitev ni zasnovana za obdelavo osebnih podatkov.

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

SAP S/4HANA za nabavo živine: Vključuje naslednjo Programsko opremo za namensko uporabo: SAP Agricultural Contract Management za S/4HANA.

7. THIRD PARTY RESELLING
PRODAJA PREK TRETJIH OSEB

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.

SAP LoadRunner družbe Micro Focus ("**LR**"): Stranka lahko Programsko opremo LR Uporablja samo za preizkušanje in nadzor predprodukcijske SAP-jeve Programske opreme (vključno z vso programsko opremo, potrebno za delovanje ustrezne SAP-jeve Programske opreme, in vključno s povezanimi operacijskimi sistemi, bazami podatkov, aplikacijskimi strežniki ipd.) samo v okoljih za zagotavljanje kakovosti in podobnih neprodukcijskih okoljih, ter jo lahko Uporablja samo na enem strežniku.

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.

SAP Archiving and Document Access družbe OpenText ("**DA**"): Uporaba je opredeljena kot dostop zaposlenih in pogodbenikov, ki uporabljajo komponente SAP-jeve Programske opreme, npr. pregled družbe, prikazi poslovnih procesov, iskanje po celotnem besedilu ipd. in/ali shranjevanje ali priklic dokumentov v strežniku OpenText Archive Server. Podpora za arhiviranje podatkov in dostop do arhiviranih podatkov ter podpora za SAP Information Lifecycle Management sta vključeni za licencirani subjekt, če je Stranka pridobila licenco za minimalno število uporabnikov tipa SAP Document Access družbe OpenText.

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

SAP SucccessFactors Extended Enterprise Management družbe OpenText: Rešitev je omejena na uporabo v sklopu SAP SuccessFactors in kadrovskih scenarijev/dokumentov, povezanih z zaposlenimi.

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 licenses Software for internal users according to this metric, the license includes the right for individuals/citizens external to the Customer'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.

SAP Extended ECM for Government družbe OpenText ("xECM for Government"): Rešitev smejo uporabljati vladni subjekti. Za ta namen pomeni 'vlada' vodstveni organ politične enote, kot je narod, država ali skupnost. To je organ, ki ustanavlja in upravlja zakone in predpise ter izvaja politično usmerjanje in nadzor nad zadevami politične enote. Izključuje vse organizacije, ki dobavljajo blago ali storitve, ki jih nudi zasebni sektor katerekoli zahodne demokratične države, kot so oskrbovalna podjetja, banke, rudniki in prav tako izključuje vsa neprava vladna ali neprava javna podjetja ali subjekte. xECM for Government vsebuje omejeno licenco za SAP Document Presentment družbe OpenText ("DP"), SAP Document Presentment družbe OpenText, dodatek za poslovno korespondenco ("Dodatek za DP") in funkcijo SAP OCR, ki se sme uporabljati le v povezavi z rešitvijo xECM for Government. Za širšo uporabo teh komponent je potrebno ločeno licenciranje. DP in Dodatek za DP sta omejena na 100.000 transakcij na leto. Funkcija OCR je izbirna komponenta, združljiva le z bazo podatkov strežnika Microsoft SQL Server in omejena na 1.000.000 strani na leto. Če Stranka licencira Programsko opremo za notranje uporabnike v skladu s to metriko, vključuje licenca pravico za posameznike/državljane zunaj Strankine organizacije (tj. osebe, ki niso zaposleni, pogodbeni delavci ali zunanji izvajalci) za prenos vsebin/dokumentov, shranjenih z rešitvijo OpenText, v strežnik ali iz njega, vendar je takšna uporaba omejena na uporabo, neposredno povezano z vladno uporabo, dovoljeno zgoraj. Posameznikom/državljanom zunaj Strankine organizacije je uporaba v kakršnemkoli drugačnem obsegu prepovedana.

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.

SAP Archiving and Document Access družbe OpenText, možnost za omejeni dostop, SAP Extended ECM družbe OpenText, možnost za omejeni dostop: Vsak Strankin Uporabnik je omejen na 52 Dni prijav na leto. "Dan prijave" je dan z eno ali več prijavami takega uporabnika v programsko opremo.

7.6. **SAP Enterprise Asset Management, S/4HANA add-on for MRO by HCL, base package**: includes 100 professional and 400 standard users.

SAP Enterprise Asset Management, dodatek S/4HANA za MRO družbe HCL, osnovni paket: Vključuje 100 profesionalnih in 400 standardnih uporabnikov.

8. SAP NETWEAVER

SAP NETWEAVER

8.1. **General terms applicable to use of SAP Netweaver**:

Splošni pogoji za uporabo rešitve 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.

Adapterji so na voljo le skupaj z licenco za SAP NetWeaver PI in so licencirani za določeno izdajo zalednega sistema ali protokola. Vzdrževanje za adapterje obsega podporo povezljivosti z zalednim sistemom ali skladnosti s specifikacijo protokola ob dani izdaji v času licenciranja. SAP lahko po lastni presoji in brez obvestila razširi uporabniške pravice adapterja (delno ali v celoti) na višjo različico ustreznega zalednega sistema ali protokola. To pravico ima tudi pri spremembah različice protokola.

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.

Če ima Stranka licenco za komponento SAP-jeve programske opreme, ki temelji na platformi SAP NetWeaver, ima Stranka pravice do uporabe SAP Fiori in SAP Screen Personas. Pravice uporabe programske opreme SAP Fiori in SAP Screen Personas so vključene v posamezni komponenti programske opreme SAP NetWeaver v obsegu Strankinih licenciranih pravic uporabe za tako SAP-jevo predpostavljeno komponento.

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:
Če je Stranka licencirala komponento SAP-jeve programske opreme na podlagi rešitve SAP NetWeaver, ima pravice do Uporabe naslednje programske opreme za namensko uporabo: SAP Information Lifecycle Management ("**ILM**"). Uporaba je omejena na komponente SAP ILM in ILM Store le za:

a) storing and archiving files to filesystem, Hadoop, HANA, and IQ;
Shranjevanje in arhiviranje datotek v datotečni sistem, Hadoop, HANA in 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.
Blokiranje in izbris osebnih podatkov znotraj določenega obdobja ali na koncu določenega obdobja. Ta licenca za namensko uporabo izključuje uporabo katerekoli druge zmožnosti 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:
Licenca za omejeno uporabo SAP NetWeaver Foundation. Licenca za namensko uporabo, specifična za aplikacijo za SAP NetWeaver Foundation, je vključena v vse licence za Paket programske opreme, če je rešitev SAP NetWeaver dobavljena s programsko opremo. Ta licenca za namensko uporabo podeli Stranki pravico do Uporabe SAP NetWeaver Foundation le z:

a) the licensed SAP application (including customization);
licencirano SAP-jevo aplikacijo (vključno s prilagoditvijo nastavitev);

b) Modifications;
spremembami;

c) Add-Ons to the SAP application that do not access the information contained in the database of the SAP applications; and
dodatki k SAP-jevi aplikaciji, ki ne dostopajo do informacij v bazi podatkov SAP-jevih aplikacij; in

d) third party applications that do not access the information contained in the database of the SAP applications.
aplikacijami tretjih oseb, ki ne dostopajo do podatkov v SAP-jevih aplikacijah.

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.
Strankini Uporabniki tipa Developer User lahko Uporabljajo licenco za namensko uporabo SAP NetWeaver Foundation le za razvoj zgoraj opisanih Sprememb in Dodatkov. Če Stranka Uporablja paket aplikacij za načrtovanje za razvoj aplikacij za načrtovanje, ki uporabljajo obdelavo v pomnilniku za osrednje funkcije načrtovanja, je potrebna ločena licenca za ustrezno različico rešitve 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 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 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.
SAP NetWeaver OpenHub: Za namene SAP Netweaver OpenHub je "**SAP BW**" funkcija SAP Business Warehouse, vključena v SAP ERP in ne vključuje drugih produktov Business Warehouse, kot je SAP BW4/HANA. S to licenco je podatke mogoče izvoziti iz aplikacije SAP BW v ne-SAP-jeve programske aplikacije na asinhroni način, ki se ne izvaja v dejanskem času. Ko so podatki asinhrono izvoženi v ne-SAP-jevo programsko opremo, dodatne licenčnine ali uporabniki tipa SAP Named User niso potrebni, če uporaba takih podatkov ne sproži nobenih posodobitev in/ali ne sproži nobenih zmožnosti obdelave nobene licenčne Programske opreme. Za namene tega Člena pomeni "asinhrona ekstrakcija" masovni prenos podatkov iz strežnika (tj. ne kot odziv na poizvedbo poročanja v dejanskem času, ki jo je generiral uporabnik tipa Named User ali sistem) za namene analize. Ne glede na vse navedeno, če ima Stranka tudi veljavno licenco za SAP Digital Access, (a) lahko ljudje Uporabljajo SAP BW prek ne-SAP-jeve programske opreme za izvoz podatkov iz SAP BW v dejanskem času brez licence za "uporabnike tipa Named User" aplikacije SAP ERP; in (b) ne-ljudje (npr. roboti, senzorji, čipi, naprave itd.) lahko Uporabljajo SAP BW neposredno ali prek ne-SAP-jeve programske opreme za izvoz podatkov iz SAP BW v nedejanskem ali dejanskem času brez licence za "uporabnike tipa Named User" aplikacije 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:
SAP Enterprise Master Data Management: Za vse scenarije Enterprise Master Data Management na podlagi produktov SAP NetWeaver Master Data Management je za uporabnike, ki vzdržujejo MDM-podatke, potrebna licenca za uporabnika tipa SAP Professional Named User. Ker je MDM mogoče postaviti v ERP/ECC in si navedeni delijo isto trajnostno raven, je razlikovanje med aktivnimi in neaktivnimi zapisi ključnega pomena. Licenca zaračuna samo aktivne zapise, neaktivni zapisi pa se lahko razlikujejo:

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.
Če je objekt v ERP/ECC označen za brisanje, preden je MDM postavljen, potem velja za neaktivnega in niso všteti v licencirano količino.

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.
Če je objekt v ERP/ECC označen za brisanje, potem ko je MDM že postavljen, potem velja za aktivnega in je vštet v licencirano količino.

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.
Če je Stranka razvila lastno rešitev za "drugo" domeno in naloži nekaj podatkov v MDM, mora pred nalaganjem ustvariti opredelitev neaktivnih zapisov in določiti, katera polja označujejo take zapise. Objekti, označeni za brisanje, niso všteti v licencirano količino. Če opredelitve ni, vsi objekti veljajo za aktivne.

d) If an object is physically deleted from MDM or archived then it is not counted for the license blocks.
Če je objekt fizično izbrisan iz MDM ali arhiviran, ni vštet v licencirano količino.

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.
SAP Identity Management: Stranka lahko uporablja rešitev za integracijo svojih SAP-jevih aplikacij v sklopu licence za namensko uporabo, specifične za aplikacijo SAP NetWeaver Foundation. Stranka sme uporabljati Programsko opremo za namensko uporabo SAP Lumira Discovery.

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, 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.
SAP Process Orchestration, izdaja Edge, glavna možnost: Vključuje pravice za uporabo SAP Process Orchestration in SAP Data Integrator, izdaja Edge. Vsaka posamezna (1) licenca za Jedro za SAP Process Orchestration, izdaja Edge, glavna možnost, vključuje pravice do enega (1) Hkratnega dostopa za SAP PowerDesigner Enterprise Architect, petdeset (50) Uporabnikov za SAP Single Sign-On in petdeset (50) Uporabnikov za SAP Identity Management. Skupno število licenciranih Jeder je maksimalno skupno število Jeder, na katerih je lahko nameščena in se Uporablja celotna Programska oprema, vključena v SAP Process Orchestration, izdaja Edge, glavna možnost, razen rešitev SAP Sybase PowerDesigner Enterprise Architect, SAP Single Sign-On in SAP Identity Management, ki niso vštete v skupno število Jeder. Aplikacija SAP Process Orchestration, izdaja Edge, glavna možnost, se lahko Uporablja na največ osmih (8) Jedrih.

8.6. **SAP Process Orchestration, Edge edition, standard option**: includes the rights to use SAP Process Orchestration. Each 1 Core license of SAP Process Orchestration, Edge edition, standard option includes the rights to 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.
SAP Process Orchestration, izdaja Edge, standardna možnost: Vključuje pravice za uporabo SAP Process Orchestration. Vsaka posamezna (1) licenca za Jedro za SAP Process Orchestration, izdaja Edge, standardna opcija, vključuje pravice do enega (1) Hkratnega dostopa za SAP PowerDesigner Enterprise Architect. Skupno število licenciranih Jeder je maksimalno skupno število Jeder, na katerih je lahko nameščena in se Uporablja celotna Programska oprema, vključena v SAP Process Orchestration, izdaja Edge, standardna opcija, razen rešitve SAP PowerDesigner Enterprise Architect, ki ni všteta v skupno število Jeder. Aplikacija SAP Process Orchestration, izdaja Edge, standardna opcija, se lahko Uporablja na največ osmih (8) Jedrih.

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 Agreement, the parties agree that any violation by Customer of third party license rights in this respect will be a material breach of the 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 12-month period.
SAP Landscape Management: Stranka priznava in se strinja, da mora poskrbeti za vse licenčne pravice tretje osebe, potrebne za kloniranje in/ali kopiranje okolja s to Programsko opremo, in da je Stranka pridobila in bo vzdrževala vse take licenčne pravice, potrebne za uporabo tu opisane funkcije, kar med drugim vključuje licenčno pravico za delovanje ciljne infrastrukture sistema po kloniranju in/ali kopiranju. Pogodbeni stranki se brez omejevanja pomembnosti drugih določil Pogodbe strinjata, da kakršnakoli Strankina kršitev licenčnih pravic tretje osebe v zvezi s tem predstavlja bistveno kršitev Pogodbe. Licence za SAP Landscape Management morajo biti dodeljene določenemu ID-ju SAP-jevega sistema in jih je mogoče predodeliti drugemu ID-ju sistema enkrat v obdobju dvanajstih (12) mesecev.

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.
SAP Information Lifecycle Management (**"ILM"**): Vključuje omejeno licenco za namensko uporabo za SAP Landscape Transformation Replication Server (**"SLT"**). ILM vključuje omejeno licenco za namensko uporabo za štiri (4) jedra SAP IQ, ki se uporabljajo izključno kot podatkovne shrambe za ILM.

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

Aplikacije Productivity Apps: Aplikacije Productivity Apps are so vse Strankine lastniške/licencirane aplikacije, če te aplikacije:

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
uporabljajo le posamezniki za podporo eni (1) ali več naslednjih funkcij samopostrežnih storitev v svojem imenu (predhodno opredeljena poročila, načrtovanje potovanj, poročanje o stroških, nabava, rezervacija sob, čas zaposlenega, prisotnost zaposlenega, vzdrževanje zapisov zaposlenega, direktorij zaposlenih, ugodnosti zaposlenega, ocene zaposlenega, profili talentov in znanj zaposlenega) ("Funkcije samopostrežnih storitev"); in

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).
če je kakršnokoli povezovanje z vmesniki s temi aplikacijami s Programsko opremo in/ali Programsko opremo tretje osebe, licencirano s Pogodbo za programsko opremo, omejeno na obseg, potreben za podporo Funkcij samopostrežnih storitev. Pomembno opozorilo: Za uporabo aplikacij Productivity Apps je morda potrebna licenca za NetWeaver Foundation za aplikacije tretjih oseb. Za neposredni dostop do baze podatkov (med drugim vključno z bazami podatkov Oracle in/ali Microsoft) ali informacij v njej je morda potrebna Licenca za neomejeno uporabo za to bazo podatkov. Stranka je odgovorna za pridobitev vseh ustreznih pravic od vseh ustreznih izdajateljev licence.

8.10. **SAP NetWeaver Foundation for Third Party Applications**: 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:
SAP NetWeaver Foundation za aplikacije tretjih oseb: Licenca za SAP NetWeaver Foundation za aplikacije tretjih oseb podeli Stranki poleg licence za namensko uporabo SAP NetWeaver Foundation pravico do Uporabe programske opreme SAP NetWeaver Foundation za aplikacije tretjih oseb z:

a) Add-Ons to the SAP application that access the information contained in the database of the SAP applications(*); and
dodatki k SAP-jevi aplikaciji, ki dostopajo do podatkov v bazi podatkov SAP-jevih aplikacij(*); in

b) third party applications that access the information contained in the database of the SAP applications.
aplikacijami tretjih oseb, ki dostopajo do podatkov v SAP-jevih aplikacijah.

Important Notices:
Pomembna opozorila:

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.
Za dodatke in aplikacije tretjih oseb, ki vsebujejo samo funkcije za sistemsko administracijo, nadzor in upravljanje, licence za SAP NetWeaver Foundation za aplikacije tretjih oseb niso potrebne.

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).
Za dostop do podatkov v bazi podatkov (med drugim vključno z bazami podatkov Oracle in/ali Microsoft) je morda potrebna Licenca za neomejeno uporabo za to bazo podatkov. Stranka je odgovorna za pridobitev vseh ustreznih pravic od vseh ustreznih izdajateljev licence.

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.
(*) Strankini Uporabniki tipa Developer User lahko Uporabljajo orodja, vključena v SAP NetWeaver Foundation za aplikacije tretjih oseb, za razvoj zgoraj opisanih Dodatkov.

8.10.5. Mixing Core-base and user-based license metrics for SAP NetWeaver Foundation for Third Party Applications is not permitted. Customers 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.
Kombiniranje metrik licenc SAP NetWeaver Foundation za aplikacije tretjih oseb na podlagi števila Jeder in uporabnikov za licenco ni dovoljeno. Stranke morajo ob prvem nakupu ali licenciranju SAP NetWeaver Foundation za aplikacije tretjih oseb izbrati, katero metriko licenc (na podlagi uporabnika ali Jedra) bodo uporabljale.

9. SAP BUSINESS OBJECTS
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.
Neprodukcijska uporaba: Stranka lahko Uporablja programsko opremo SAP BusinessObjects na neomejenem številu Neprodukcijskih namestitev, pod pogojem, da število Uporabnikov ali Hkratnih dostopov na katerikoli posamezni Neprodukcijski namestitvi ne presega skupnega števila licenciranih Uporabnikov ali Hkratnih dostopov. Neprodukcijska namestitev pomeni namestitve, kot so razvoj, test in obnova po izrednem dogodku, ki niso uporabljene produkcijsko.

10. SAP BUSINESSOBJECTS BUSINESS INTELLIGENCE SOLUTIONS
REŠITVE SAP BUSINESSOBJECTS BUSINESS INTELLIGENCE

10.1. **SAP BusinessObjects Business Intelligence**:
SAP BusinessObjects Business Intelligence:

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

SAP BusinessObjects Enterprise (uporabnik) in SAP BusinessObjects Enterprise (CS) vključujeta eno licenco za Hkratni dostop za SAP PowerDesigner EnterpriseArchitect in naslednjo Programsko opremo za namensko uporabo:

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.
SAP BusinessObjects BI SDK – uporaba kateregakoli SAP BusinessObjects BI SDK v kateremkoli poslovnem programskem produktu za povezovanje podatkov, do katerih se dostopa prek semantičnih ravni ali dokumentov SAP BusinessObjects s produkti tretje osebe, je brez SAP-jevega pisnega soglasja prepovedana. Nobenega SAP BusinessObjects BI SDK ni dovoljeno uporabljati v nobenem poslovnem programskem produktu za pretvorbo vsebine ali metapodatkov SAP BusinessObjects v produkte tretjih oseb.

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.
SAP IQ, ki ga je mogoče postaviti v več primerkih, če skupno število jeder za vse primerke ne presega osem (8) jeder.

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.
Data Integrator (DI), ki ga je mogoče postaviti v več primerkih, če skupno število jeder za vse primerke ne preseže osem (8) jeder in primerki DI niso v gruči; Uporaba časa izvajanja programske opreme Data Integrator (i) ne vključuje Obdelave besedilnih podatkov, (ii) podatke pa je mogoče prenašati le v eno ciljno odložišče.

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 .
SAP BusinessObjects Web Intelligence (uporabnik) in SAP BusinessObjects Web Intelligence (CS) vključujeta licenco za namensko uporabo SAP BusinessObjects BI SDK. Uporaba kateregakoli SAP BusinessObjects BI SDK v kateremkoli poslovnem programskem produktu za povezovanje podatkov, do katerih se dostopa prek semantičnih ravni ali dokumentov SAP BusinessObjects s produkti tretje osebe, je brez SAP-jevega pisnega soglasja prepovedana. Nobenega SAP BusinessObjects BI SDK ni dovoljeno uporabljati v nobenem poslovnem programskem produktu za pretvorbo vsebine ali metapodatkov SAP BusinessObjects v produkte tretjih oseb.

10.1.3. SAP BusinessObjects Business Intelligence, standard user and SAP BusinessObjects Business Intelligence, concurrent sessions include the following Runtime Software:
SAP BusinessObjects Business Intelligence, standardni uporabnik, in SAP BusinessObjects Business Intelligence, hkratni dostop, vključujeta to Programsko opremo za omejeno uporabo:

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.
SAP BusinessObjects BI SDK – uporaba kateregakoli SAP BusinessObjects BI SDK v kateremkoli poslovnem programskem produktu za povezovanje podatkov, do katerih se dostopa prek semantičnih ravni ali dokumentov SAP BusinessObjects s produkti tretje osebe, je brez SAP-jevega pisnega soglasja prepovedana. Nobenega SAP BusinessObjects BI SDK ni dovoljeno uporabljati v nobenem poslovnem programskem produktu za pretvorbo vsebine ali metapodatkov SAP BusinessObjects v produkte tretjih oseb.

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.
Za posamezno Postavitev platforme SAP BusinessObjects BI je mogoče uporabiti le eno izdajo: Model SAP BusinessObjects Enterprise ali SAP BusinessObjects Web Intelligence ali SAP BusinessObjects Business Intelligence.

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.
Omejitve za SAP BusinessObjects Enterprise (uporabnik) in SAP BusinessObjects Web Intelligence (uporabnik) in SAP BusinessObjects Business Intelligence: En Uporabnik lahko ustvari največ deset (10) hkratnih sej.

10.1.6. Limitations for SAP BusinessObjects Enterprise (CS): The following Use rights are not available with the Concurrent Session license:
Omejitve za SAP BusinessObjects Enterprise (CS): Naslednje Pravice uporabe niso na voljo z licenco za Hkratni dostop:

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;
Uporaba orodij 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 in/ali Central Configuration Manager;

b) Use of the Crystal Reports desktop client, and/or Crystal Reports for Enterprise desktop client;
Uporaba namiznega odjemalca Crystal Reports in/ali namiznega odjemalca Crystal Reports for Enterprise;

c) Use of the Web Intelligence Rich Client;
Uporaba obogatenega odjemalca Web Intelligence;

d) Use of the SAP Lumira desktop client; and
Uporaba namiznega odjemalca SAP Lumira; in

e) Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform.
Uporaba Analysis, izdaja za Microsoft Office, s platformo SAP NetWeaver.

10.1.7. Limitations for SAP BusinessObjects Web Intelligence (CS): The following Use rights are not available with the Concurrent Session license.
Omejitve za SAP BusinessObjects Web Intelligence (CS): Naslednje Pravice uporabe niso na voljo z licenco za Hkratni dostop.

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
Uporaba orodij 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 in/ali Central Configuration Manager

b) Use of the Web Intelligence Rich Client
Uporaba obogatenega odjemalca Web Intelligence

10.1.8. Limitations for SAP BusinessObjects Business Intelligence, concurrent sessions: The following rights are not available with the Concurrent Session license:
Omejitve za SAP BusinessObjects Business Intelligence (hkratni dostop): Naslednje Pravice niso na voljo z licenco za Hkratni dostop.

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;
Uporaba orodij 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 in/ali Central Configuration Manager;

b) Use of the Crystal Reports desktop client, and/or Crystal Reports for Enterprise desktop client;
Uporaba namiznega odjemalca Crystal Reports in/ali namiznega odjemalca Crystal Reports for Enterprise;

c) Use of the Web Intelligence Rich Client; and
Uporaba obogatenega odjemalca Web Intelligence; in

d) Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform.
Uporaba Analysis, izdaja za Microsoft Office, s platformo SAP NetWeaver.

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.
Oracle OLAP Data Provider za SAP BusinessObjects BI (OODP): Strankine licenčne pravice za SAP BusinessObjects Enterprise in SAP BusinessObjects Business Intelligence vključujejo licenco za OODP. Stranka lahko Uporablja Programsko opremo za namensko uporabo OODP le za neposredno in posredno povezovanje programske opreme SAP BusinessObjects BI z aplikacijo Oracle OLAP Data Provider. Ni je mogoče uporabljati za pošiljanje podatkov v ne-SAP-jeve produkte ali produkte zunaj portfelja BI in Predictive Analytics Suite.

10.1.10. SQL Anywhere: Customer's license rights for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intellgience include a runtime license for the SQL Anywhere database.
SQL Anywhere: Strankine licenčne pravice za SAP BusinessObjects Enterprise in SAP BusinessObjects Business Intelligence vsebujejo licenco za namensko uporabo baze podatkov SQL Anywhere.

11. SAP ENTERPRISE INFORMATION MANAGEMENT SOLUTIONS
REŠITVE SAP ENTERPRISE INFORMATION MANAGEMENT

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.
Paketi SAP Enterprise Information Management (EIM): Skupno število licenciranih jeder predstavlja maksimalno skupno število jeder, na katerih je lahko nameščena in se Uporablja vsa Programska oprema, vključno s paketi EIM. Direktoriji niso vključeni in jih je treba licencirati ločeno.

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.
SAP Data Services: Vključuje omejeno licenco za namensko uporabo za štiri (4) licence za Jedro za SAP Information Steward kot Programsko opremo za namensko uporabo. Uporaba Programske opreme za omejeno uporabo SAP Information Steward je omejena na Cleansing Package Builder ter zmogljivosti Osnovnega in naprednega profiliranja. Te zmožnosti profiliranja ne vključujejo zmožnosti zapisovanja pravil o kakovosti podatkov in izdelave kazalnikov v rešitvi 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.
SAP Data Services, izdaja za podjetja: SAP PowerDesigner EnterpriseArchitect ni vštet v skupno število Jeder. SAP Data Services, izdaja za podjetje, vključuje deset (10) Hkratnih dostopov za rešitev SAP PowerDesigner Enterprise Architect.

11.4. **SAP Data Integrator, premium edition**: SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. SAP Data Integrator, premium edition includes 5 Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.
SAP Data Integrator, izdaja premium: SAP PowerDesigner EnterpriseArchitect, ki ni vštet v skupno število Jeder. SAP Data Integrator, izdaja premium, vključuje pet (5) Hkratnih dostopov za rešitev SAP PowerDesigner Enterprise Architect.

12. SAP ENTERPRISE PERFORMANCE MANAGEMENT
SAP ENTERPRISE PERFORMANCE MANAGEMENT

12.1. **Enterprise Performance Management Professional Edition Packages**:
Paketi Enterprise Performance Management, profesionalna izdaja:

12.1.1. The Enterprise Performance Management Professional Edition Packages ("EPM Professional Ed.") include the following:
Paketi Enterprise Performance Management, profesionalna izdaja ("EPM, profesionalna izdaja") vključujejo:

a) SAP Business Planning & Consolidation, version for SAP NetWeaver, professional edition
SAP Business Planning and Consolidation, različica za SAP NetWeaver, profesionalna izdaja

b) SAP Business Planning & Consolidation, version for SAP NetWeaver (planning only), professional edition
SAP Business Planning and Consolidation, različica za SAP NetWeaver (le načrtovanje), profesionalna izdaja

12.1.2. The Enterprise Performance Management Standard Edition Packages (“EPM Standard Ed.”) includes the following:
Paketi Enterprise Performance Management, standardna izdaja ("EPM Standard Edition") vključujejo:

a) SAP Business Planning & Consolidation, version for SAP NetWeaver, standard edition
SAP Business Planning and Consolidation, različica za SAP NetWeaver, standardna izdaja

b) SAP Business Planning & Consolidation, version for SAP NetWeaver (planning only), standard edition
SAP Business Planning and Consolidation, različica za SAP NetWeaver (le načrtovanje), standardna izdaja

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.
Paketi EPM, standardna izdaja in EPM, profesionalna izdaja morajo biti licencirani, kadar je potrebna ekstrakcija podatkov v sisteme tretjih oseb, z izjemo primerov uporabe, ki vključujejo ekstrakcijo podatkov v obliki statičnih poročil (npr. PDF), za kar licenca ni potrebna.

12.1.4. The EPM Standard Ed and EPM Professional Ed include the following Runtime Software: SAP BusinessObjects Business Intelligence Platform which is limited to use of the following:
EPM, standardna izdaja in EPM, profesionalna izdaja vključujeta naslednjo programsko opremo za namensko uporabo: SAP BusinessObjects Business Intelligence Platform, ki je omejena na uporabo naslednjega:

a) use of the Central Management Server (“CMS”) to authenticate and/or authorize users for the applications;
Uporaba Central Management Server ("CMS") za preverjanje pristnosti in/ali pooblastitev uporabnikov za aplikacije;

b) use of the Central Management Console (“CMC”) to administer user rights and privileges as they pertain to the applications.
Uporaba Central Management Console ("CMC") za upravljanje uporabniških pravic, kot veljajo za aplikacije.

12.2. **Enterprise Performance Management Standard Edition Packages**: Use is limited to:
Paketi Enterprise Performance Management, standardna izdaja: Uporaba je omejena na:

a) direct input and/or editing of quantitative and qualitative data into the application;
Neposredni vnos in/ali urejanje količinskih in kakovostnih podatkov v aplikacijo;

b) execution of existing reports or creation of reports on existing data structures;
Izvedba obstoječih poročil ali ustvarjanje poročil o obstoječih podatkovnih strukturah;

c) execution of changes to workflow tasks; and
Izvedba sprememb opravil delovnega toka; in

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.
Ogled podatkov, z izjemo omejitve uporabnikov, ki do paketa dostopajo prek vmesnika, le na ogled podatkov. Funkcija Consolidation je omejena na izvajanje nadzorov podatkov, ki jih pošljejo uporabniki Imetnika licence. Funkcija Planning je omejena na izvajanje nalog načrtovanja le za obstoječe modele.

12.3. **SAP Business Planning and Consolidation, version for SAP NetWeaver (planning 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.
SAP Business Planning and Consolidation, različica za SAP NetWeaver (le načrtovanje): Uporablja se lahko izključno za ustvarjanje in izračun proračuna, načrta ali podatkov napovedi (podatki napovedi). Izračun in poročanje o konsolidiranih finančnih rezultatih skupine družb ali poročanje o ločenem računovodskem izkazu, kjer se aplikacija uporablja za izračun in poročanje o naložbah v kapital z uporabo splošno sprejetih računovodskih načel, povezanih z računovodstvom za poslovne združitve in/ali kapitalsko obračunavanje finančnih naložb, nista dovoljena.

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)**:
SAP Business Planning and Consolidation, različica za SAP BW/4HANA in SAP Business Planning and Consolidation, različica za SAP BW/4HANA (le načrtovanje):

12.4.1. include the following Runtime Software:
Vključuje naslednjo Programsko opremo za namensko uporabo:

a) SAP BW/4HANA
SAP BW/4HANA

b) SAP Business Planning and Consolidation, version for SAP NetWeaver which can be deployed only in an SAP S/4HANA deployment.
SAP Business Planning and Consolidation, različica za SAP NetWeaver, ki jo je mogoče postaviti le v postavitvi SAP S/4HANA.

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 is needed.
SAP Business Planning and Consolidation, različica za SAP BW/4HANA, in SAP Business Planning and Consolidation, različica za SAP BW/4HANA (samo za načrtovanje), morata biti licencirana, kadar je potrebna ekstrakcija podatkov v sisteme tretjih oseb, z izjemo primerov uporabe, ki vključujejo ekstrakcijo podatkov v obliki statičnih poročil (npr. PDF), za kar licenca ni potrebna.

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:
SAP Business Planning and Consolidation, različica za SAP BW/4HANA, standardna izdaja in SAP Business Planning and Consolidation, različica za SAP BW/4HANA (le načrtovanje), standardna izdaja: Uporaba je omejena na naslednje:

a) direct input and/or editing of quantitative and qualitative data into the application;
Neposredni vnos in/ali urejanje količinskih in kakovostnih podatkov v aplikacijo;

b) execution of existing reports or creation of reports on existing data structures;
Izvedba obstoječih poročil ali ustvarjanje poročil o obstoječih podatkovnih strukturah;

c) execution of changes to workflow tasks; and
Izvedba sprememb opravil delovnega toka; in

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.
Ogled podatkov, z izjemo omejitve uporabnikov, ki do paketa dostopajo prek vmesnika, le na ogled podatkov. Funkcija Consolidation je omejena na izvajanje nadzorov podatkov, ki jih pošljejo uporabniki lmetnika licence. Funkcija Planning je omejena na izvajanje nalog načrtovanja le za obstoječe modele.

12.6. **SAP Business Planning and Consolidation, version for SAP BW/4HANA (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.
SAP Business Planning and Consolidation, različica za SAP BW/4HANA (le načrtovanje): Uporaba je dovoljena le za ustvarjanje in izračun podatkov proračuna, načrta ali napovedi. Izračun in poročanje o konsolidiranih finančnih rezultatih skupine družb ali poročanje o ločenem računovodskem izkazu, kjer se aplikacija uporablja za izračun in poročanje o naložbah v kapital z uporabo splošno sprejetih računovodskih načel, povezanih z računovodstvom za poslovne združitve in/ali kapitalsko obračunavanje finančnih naložb, nista dovoljena.

13. SAP GOVERNANCE, RISK AND COMPLIANCE SOLUTIONS
REŠITVE SAP GOVERNANCE, RISK AND COMPLIANCE

13.1. SAP Governance, Risk and Compliance Solutions
Rešitve SAP Governance, Risk and Compliance

13.1.1. The following SAP Governance, Risk and Compliance (GRC) solutions include SAP BusinessObjects Enterpriseas Runtime Software.
Naslednje rešitve SAP Governance, Risk and Compliance (GRC) vključujejo SAP BusinessObjects Enterprise kot Programsko opremo za namensko uporabo.

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

13.1.2. The following SAP Governance, Risk and Compliance (GRC) solutions include SAP Crystal Reports, SAP BusinessObjects Enterprise as Runtime Software:
Naslednje rešitve SAP Governance, Risk and Compliance (GRC) vključujejo SAP Crystal Reports, SAP BusinessObjects Enterprise kot Programsko opremo za namensko uporabo:

- SAP Process Control
  SAP Process Control
- SAP Risk Management
  SAP Risk Management
- SAP Enterprise Risk and Compliance Management
  SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
  SAP GTS (vse izdaje)
- SAP Process Control for S/4HANA
  SAP Process Control za SAP S/4HANA
- SAP Risk Management for S/4HANA
  SAP Risk Management za SAP S/4HANA
- SAP Enterprise Risk and Compliance Management
  SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
  SAP GTS (vse izdaje)
- SAP Access Control
  SAP Access Control
- SAP Access Control for S/4HANA
  SAP Access Control za S/4HANA
- SAP Tax Compliance
  SAP Tax Compliance
- SAP Tax Compliance for SAP S/4HANA
  SAP Tax Compliance za 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 SAP BusinessObjects Enterpriseas Runtime Software.
Naslednje rešitve SAP Governance, Risk and Compliance (GRC) so omejene na deset (10) Uporabnikov rešitve SAP BusinessObjects Enterprise kot Programske opreme za namensko uporabo (ne glede na licencirano število blokov GRC).

- SAP Access Control
  SAP Access Control
- SAP Access Control for S/4HANA
  SAP Access Control za S/4HANA

13.1.4. The following SAP Governance, Risk and Compliance (GRC) solutions include the following Runtime Software: (i) SAP Lumira Discovery.
Naslednje rešitve SAP Governance, Risk and Compliance (GRC) vključujejo naslednjo Programsko opremo za namensko uporabo: (i) SAP Lumira Discovery.

- SAP Identity Management
  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:
Naslednje rešitve SAP Governance, Risk and Compliance (GRC) vključujejo Programsko opremo za namensko uporabo SAP Lumira Server, v katero niso vključene naslednje pravice: (i) ustvarjanje novega dokumenta Lumira z uporabo strežnika Lumira Server in (ii) spreminjanje obstoječih dokumentov Lumira z uporabo strežnika Lumira Server:

- SAP Process Control
  SAP Process Control
- SAP Risk Management
  SAP Risk Management
- SAP Process Control for S/4HANA
  SAP Process Control za SAP S/4HANA
- SAP Risk Management for S/4HANA
  SAP Risk Management za SAP S/4HANA
- SAP GTS, Export
  SAP GTS, izvoz
- SAP GTS, Import
  SAP GTS, uvoz
- SAP GTS, Trade Preferences
  SAP GTS, trgovske preference
- SAP GTS, Bundle
  SAP GTS, paket
- SAP Audit Management
  SAP Audit Management
- SAP Business Integrity Screening
  SAP Business Integrity Screening
- SAP Business Integrity Screening for S/4HANA
  SAP Business Integrity Screening za S/4HANA
- SAP Audit Management for S/4HANA
  SAP Audit Management za S/4HANA
- SAP GTS, processing trade in China
  SAP GTS, oplemenitenje na Kitajskem
- SAP Enterprise Risk and Compliance Management
  SAP Enterprise Risk and Compliance Management

13.2. **SAP Tax Compliance, SAP Tax Compliance for S/4HANA**: SAP Tax Compliance includes the following Runtime Software:
SAP Tax Compliance, SAP Tax Compliance za S/4HANA: SAP Tax Compliance vključuje naslednjo Programsko opremo za namensko uporabo:

- SAP Lumira Discovery
  SAP Lumira Discovery
- SAP BusinessObjects Enterprise, limited to 5 Users per block of Licensed Metric for the Software
  SAP BusinessObjects Enterprise, omejena na pet Uporabnikov na blok Licencirane metrike za Programsko opremo
- read-only access to Automated Predictive Libraries (APL) and Predictive Analytics Integrator (PAI)
  dostop samo za branje do Automated Predictive Libraries (APL) in Predictive Analytics Integrator (PAI)

13.3. **SAP Business Partner Screening, SAP Business Partner Screening for S/4HANA**: SAP Business Partner Screening includes the following Runtime Software:
SAP Business Partner Screening, SAP Business Partner Screening za S/4HANA: SAP Business Partner Screening vključuje naslednjo Programsko opremo za namensko uporabo:

- SAP Lumira Discovery
  SAP Lumira Discovery

13.4. **SAP GTS edition for HANA, Export; and SAP GTS, Bundle**: include restricted-party screening capabilities for both import and export.
SAP GTS, izdaja HANA, izvoz, in SAP GTS, paket: Vključujeta zmožnosti preverjanja prepovedanih strank za uvoz in izvoz.

14. SAP BUSINESSOBJECTS SOLUTIONS FOR SME
REŠITVE SAP BUSINESSOBJECTS ZA MALA IN SREDNJA PODJETJA

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 EIM Solutions is limited to a single server, with a minimum of 4 Cores and a maximum of 8 Cores.

SAP Data Services, izdaja Edge in Data Integrator, izdaja Edge (rešitve Edge EIM): Skupno število licenciranih Jeder predstavlja maksimalno skupno število Jeder, na katerih je lahko nameščena in se Uporablja celotna Programska oprema, vključena v SAP Data Services, izdaja Edge. Direktoriji niso vključeni v nobeno od rešitev Edge EIM in jih je treba licencirati ločeno. Vsaka postavitev katerekoli rešitve Edge EIM je omejena na en strežnik z najmanj 4 in največ 8 Jedri.

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

SAP BusinessObjects BI, izdaja Edge (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:

Vsaka postavitev SAP BusinessObjects BI, izdaja Edge (BI Edge) je omejena na največ sto (100) imenovanih uporabnikov in petdeset (50) Hkratnih dostopov v posameznem strežniku. Namestitev SAP BusinessObjects BI, izdaja Edge je v ločenem strežniku mogoča le za namen uporabe s tehnologijo SAP Lumira Server. V licenco je vključena naslednja Programska oprema za namensko uporabo:

a) SAP IQ and
   SAP IQ in
b) Data Integrator,
   Data Integrator,

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

ki sta lahko postavljena v istem strežniku kot platforma BI Edge ali pa v ločenem strežniku z največ osmimi (8) jedri v primeru SAP IQ ali z največ osmimi (8) jedri v primeru Data Integrator. Licenca vključuje tudi eno (1) licenco za Hkratni dostop za SAP PowerDesigner DataArchitect, izdaja Edge;

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

Uporaba časa izvajanja programske opreme Data Integrator omogoča prenos podatkov le v eno ciljno odložišče.

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

Uporaba Programske opreme za omejeno uporabo SAP IQ je omejena na dostop prek platforme BI Edge. Edina dovoljena izjema so podatki v programski opremi za namensko uporabo SAP IQ, do katerih lahko dostopa 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.

Nekatere funkcije programske opreme BI Edge podpira le metrika licenc za Uporabnika in ne licenca za Hkratni dostop (gl. "Omejitve hkratnih dostopov" v 10.1.6 členu). Uporaba kateregakoli SAP BusinessObjects BI SDK v kateremkoli poslovnem programskem produktu za povezovanje podatkov, do katerih se dostopa prek semantičnih ravni ali dokumentov SAP BusinessObjects s produkti tretje osebe, je brez SAP-jevega pisnega soglasja prepovedana. Nobenega SAP BusinessObjects BI SDK ni dovoljeno uporabljati v nobenem poslovnem programskem produktu za pretvorbo vsebine ali metapodatkov SAP BusinessObjects v produkte tretjih oseb.

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

SAP BusinessObjects Business Intelligence, izdaja Edge:

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.

Vsaka postavitev SAP BusinessObjects Business Intelligence, izdaja Edge je omejena na največ sto (100) uporabnikov tipa Named User in petdeset (50) Hkratnih dostopov v posameznem strežniku.

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.

Nekatere funkcije programske opreme SAP BusinessObjects Business Intelligence, izdaja Edge podpira le metrika licenc za Uporabnika in ne licenca za Hkratni dostop (gl. "Omejitve hkratnih dostopov" v 10.1.8 členu). Uporaba kateregakoli SAP BusinessObjects BI SDK v kateremkoli poslovnem programskem produktu za povezovanje podatkov, do katerih se dostopa prek semantičnih ravni ali dokumentov SAP BusinessObjects s produkti tretje osebe, je brez SAP-jevega pisnega soglasja prepovedana. Nobenega SAP BusinessObjects BI SDK ni dovoljeno uporabljati v nobenem poslovnem programskem produktu za pretvorbo vsebine ali metapodatkov SAP BusinessObjects v produkte tretjih oseb.

14.4. **SAP BW/4HANA**: includes the following Runtime Software: SAP Landscape Transformation, enterprise edition.

SAP BW/4HANA: Vključuje naslednjo Programsko opremo za namensko uporabo: SAP Landscape Transformation, izdaja za podjetja.

15. SAP CRYSTAL
SAP CRYSTAL

15.1. Use Rights for All SAP Crystal Products

Pravice uporabe za vse produkte SAP Crystal

15.1.1. Definitions
Opredelitve pojmov

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.
"**Programska oprema SAP Crystal**" je opredeljena kot naslednji produkti: SAP Crystal Reports, SAP Crystal Server, SAP Crystal Reports Server in 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.
"**Programska oprema Desktop SAP Crystal**" so vsi produkti SAP Crystal, razen SAP Crystal Server in 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)),
"**Povezana predstavitev**" so vse SWF-datoteke, ustvarjene z rešitvijo SAP Crystal Dashboard Design, ki osvežuje, objavlja, potiska ali drugače spreminja podatke v takšni SWF-datoteki (ali SWF-datoteka, izvožena v druge podprte oblike zapisa datoteke (npr. 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.
Uporaba programske opreme SAP Crystal: Stranka lahko uporablja programsko opremo SAP Crystal za izvajanje usposabljanja in svetovalnih storitev za tako programsko opremo SAP Crystal, če je vsak prejemnik usposabljanja ali svetovalnih storitev pridobil ločeno licenco za Uporabo zadevne programske opreme SAP Crystal.

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:
Uporaba programske opreme Desktop SAP Crystal: Z izjemo Povezanih predstavitev in skladno s 7.2.8 členom, sme Stranka distribuirati izhodne datoteke (npr. oblike zapisa datoteke PDF, SWF, XLF, WID ali RPT), ki se generirajo z namizno programsko opremo SAP Crystal, tretjim osebam, če Stranka izpolnjuje naslednje pogoje:

a) the output files reside outside of the Software and do not Use the Software;
Izhodne datoteke so zunaj Programske opreme in ne Uporabljajo Programske opreme;

b) Customer remains solely responsible for support, technical or other assistance, required or requested by anyone receiving such output files;
Stranka ostaja izključno odgovorna za podporo, tehnično in drugo pomoč, ki jo zahtevajo uporabniki teh izhodnih datotek;

c) Customer does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;
Stranka ne sme uporabljati imena, logotipa ali blagovne znamke Izdajatelja licence ali Programske opreme brez predhodnega SAP-jevega pisnega dovoljenja;

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;
Stranka proti SAP-ju ne bo uveljavljala zahtevkov ter ga bo branila in od njega ne bo terjala odškodnine za nobene zahtevke, ki izvirajo iz uporabe, reprodukcije ali distribucije izhodnih datotek;

e) Customer shall secure the end user's ("End User") consent to terms substantially similar to the terms set forth in Section 7.2.7(e).
Stranka bo varovala soglasje končnega uporabnika ("Končni uporabnik") s pogoji, podobnimi tistim iz člena 7.2.7(e).

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.
Licenca za učno delovno postajo za programsko opremo Desktop SAP Crystal: Če se namizna programska oprema SAP Crystal uporablja na delovni postaji, ki se uporablja izključno za namene usposabljanja, velja licenca za delovno postajo in ne za imenovanega uporabnika Programske opreme. Za vsako delovno postajo za usposabljanje je potrebna ena (1) licenca.

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:
Uporaba posnetkov zaslona in besednih znamk za programsko opremo SAP Crystal: Stranka lahko posnetke zaslona in besedne znamke reproducira in distribuira v dokumentih in medijih pod naslednjimi pogoji:

a) The document or media isn't for commercial training material or third party training material and/or for-profit training material.
Dokument oziroma medij ni namenjen za komercialno učno gradivo ali učno gradivo tretjih oseb in/ali za profitno učno gradivo.

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.
Strankina Uporaba ne sme biti opolzka ali pornografska, Stranka ne sme biti žaljiva, obrekljiva in ponižujoča do SAP-ja, njegove programske opreme ali katerekoli osebe ali entitete.

c) Customer's Use may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Customer's product or service.
Stranka ne sme neposredno ali posredno implicirati, da SAP njena produkt oziroma storitev sponzorira, je z njima povezan ali pa ju podpira.

d) Customer may not Use the screen shot in a comparative advertisement
Stranka posnetka zaslona ne sme uporabiti v primerjalnem oglasu.

e) Customer may not alter the screen shot in any way except to resize or crop the screen shot.
Stranka posnetka zaslona ne sme spreminjati, razen spreminjanja velikosti ali obrezovanja.

f) Customer may not include portions of a screen shot in other product user interface.
Stranka ne sme uporabiti delov posnetka zaslona v uporabniškem vmesniku drugega produkta.

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

Stranka ne sme uporabljati posnetkov zaslona, ki vsebujejo vsebino tretjih oseb, razen če je pridobila izrecno dovoljenje ustrezne tretje osebe.

h) Customer must include the following copyright attribution statement: "SAP product screen shot(s) reprinted with permission from SAP."
Stranka mora priložiti naslednjo izjavo o dodelitvi avtorskih pravic: "Posnetki zaslona SAP-jevega izdelka so reproducirani s SAP-jevim dovoljenjem."

i) If Customer's Use includes references to a SAP Software, Customer must use the full name of the Software.
Če se Stranka pri uporabi sklicuje na določeno SAP-jevo Programsko opremo, mora uporabiti polno ime te Programske opreme.

j) Customer may not use a screen shot that contains an image of an identifiable individual unless Customer has obtained permission from the individual.
Stranka ne sme uporabiti posnetka zaslona, ki vsebuje sliko prepoznavne osebe, razen če je prej pridobila dovoljenje te osebe.

15.2. SAP Crystal Reports runtime product
Produkt za namensko uporabo SAP Crystal Reports

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.
Obseg: To poglavje ureja produkte za namensko uporabo, ki so vključeni v SAP Crystal Reports 2008, Crystal Reports XI, SAP Crystal Reports za Visual Studio 2010 in SAP Crystal Reports za Eclipse.

15.2.2. **Definitions**:
Opredelitve pojmov:

15.2.2.1. "**Client Application**" means an application developed by Customer that a) utilizes the Runtime Product, b) is installed fully on an end user's machine, with all report processing local to that machine, and c) adds significant and primary functionality to the Runtime Product.
"**Aplikacija za odjemalca**" je aplikacija, ki jo je razvila Stranka in a) uporablja Produkt za namensko uporabo, b) je v celoti nameščena v strojni opremi končnega uporabnika vključno z lokalnim procesiranjem poročil in c) Produktu za namensko uporabo doda pomembne in primarne funkcije.

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's company or organization only in connection with Customer's internal business purposes.
"**Interna namestitev**" ali "**Interno namestiti**" pomeni produkcijsko namestitev Aplikacij za odjemalca in/ali Strežniških aplikacij v enem (1) ali več računalnikih znotraj Strankine družbe ali organizacije, le v povezavi s Strankinimi internimi poslovnimi nameni.

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.
"**Distribucija**" ali "**Distribuirati**" pomeni prodajo, najem, licenciranje ali redistribucijo Aplikacij za odjemalca in/ali Strežniških aplikacij končnim uporabnikom tretjih oseb zunaj Strankine družbe ali organizacije.

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.
"**Produkt z omejeno uporabo**" pomeni datoteke in aplikativne programske vmesnike (API-je), specifične za različico, ki je določena v datoteki RUNTIME.TXT in je del produktov SAP Crystal Reports 2008, SAP Crystal Reports for Eclipse 2.0 in SAP Crystal Reports for Visual Studio 2010.

15.2.2.5. "**Server Application**" means an application developed by Customer that a) utilizes the Runtime Product, b) allows more than 1 user to Use the Runtime Product through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client Application installed in a Windows terminal server environment (e.g. Citrix or Microsoft Remote Desktop Platform) is a Server Application.
"**Strežniška aplikacija**" pomeni aplikacijo, ki jo je razvila Stranka in a) uporablja Produkt za namensko uporabo, b) dovoljuje Uporabo Produkta za namensko uporabo več kot enemu uporabniku prek aplikacij srednje ravni in c) doda Produktu za namensko uporabo pomembne in primarne funkcije. Aplikacija za odjemalca, nameščena v okolju Windows Terminal Server (npr. Citrix ali platforma Microsoft Remote Desktop), je Strežniška aplikacija.

15.2.3. **Usage**: Customer may install and Use a single copy of the Runtime Product to develop Client Applications and Server Applications. The Distribution and Internal Installation terms and conditions differ based on the type of applications Customer develops, as described in the following sections.
Uporaba: Stranka lahko namesti in Uporablja posamezno kopijo Produkta za namensko uporabo za razvoj Aplikacij za odjemalca in Strežniških aplikacij. Distribucija ter določbe in pogoji interne namestitve se razlikujejo glede na tip aplikacij, ki jih Stranka razvije, kot je opisano v nadaljevanju.

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.
Interna namestitev Aplikacij in Strežniških aplikacij za odjemalca: Izdajatelj licence Stranki podeli osebno, neizključno, omejeno licenco za interno namestitev Produkta za namensko uporabo z Aplikacijami za odjemalca in Strežniškimi aplikacijami.

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 Customer a personal, nonexclusive, limited license to Distribute Client Applications.
Distribucija Aplikacij za odjemalca: Če Stranka izpolnjuje vse pogoje iz tega dokumenta, kar med drugim vključuje 15.2.7 člen, ji Izdajatelj licence podeli osebno, neizključno, omejeno licenco za Distribucijo Aplikacij za odjemalca.

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 Customer a 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.
Distribucija Strežniških aplikacij: Če Stranka izpolnjuje vse pogoje iz te Pogodbe, kar med drugim vključuje 15.2.7 člen, ji Izdajatelj licence podeli osebno, neizključno, omejeno licenco za Distribucijo Strežniških aplikacij tretjim osebam, če je Stranka pridobila licenčno kopijo Crystal Reports za vsako Postavitev Distribuirane Strežniške aplikacije in če je različica Produkta za namensko uporabo, ki jo uporablja taka Strežniška aplikacija, enaka Strankini različici licenčne kopije Crystal Reports.

15.2.7. **Runtime Product Distribution Requirements**: If Customer distributes the Runtime Product to third parties pursuant to sections 15.2.5 or 15.2.6, Customer shall comply with the following requirements:
Zahteve za distribucijo Produkta za namensko uporabo: Če Stranka distribuira Produkt za namensko uporabo tretjim osebam v skladu s členoma 15.2.5 ali 15.2.6, mora izpolnjevati naslednje pogoje:

a) Customer remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Runtime Product copies or sample applications;
Stranka ostaja izključno odgovorna za podporo, storitev, posodobitve in tehnično ter drugo pomoč, ki jo potrebujejo ali zahtevajo uporabniki kopij ali vzorčnih aplikacij Produkta za namensko uporabo.

b) Customer does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;
Stranka ne sme uporabljati imena, logotipa ali blagovne znamke Izdajatelja licence ali Programske opreme brez predhodnega SAP-jevega pisnega dovoljenja;

c) Customer will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;
Stranka proti SAP-ju ne bo uveljavljala zahtevkov ter ga bo branila in od njega ne bo terjala odškodnine za kakršnekoli zahtevke, ki izvirajo iz uporabe, reprodukcije ali distribucije Produkta za namensko uporabo ali povezane aplikacije.

d) Customer shall not distribute the Runtime Product with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as SAP's product offerings; and
Stranka ne bo distribuirala Produkta za namensko uporabo prek splošnih produktov pisanja poročil, analize podatkov ali poročanja oz. kateregakoli drugega produkta, ki izvaja enake ali podobne funkcije, kot jih ponuja SAP; in

e) Customer shall secure the end user's ("End User") consent to terms substantially similar to the following:
Stranka bo pridobila soglasje končnega uporabnika ("Končni uporabnik") pod pogoji, podobnimi naslednjim:

i. End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;
Končni uporabnik se strinja, da ne bo spreminjal, razstavljal, dekompiliral, prevajal, prilagajal ali izvajal obratnega inženiringa na Produktu z omejeno uporabo ali v datoteki poročila (.RPT);

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;
Končni uporabnik se strinja, da ne bo distribuiral Produkta z omejeno uporabo tretjim osebam ali ga uporabljal na osnovi najema ali časovne delitve oz. ne bo vodil storitvene pisarne v korist tretjih oseb.

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;
Končni uporabnik se strinja, da ne bo uporabljal Produkta z omejeno uporabo za kreiranje in distribucijo produkta, ki je konkurenčen SAP-jevi ponudbi;

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;
Končni uporabnik se strinja, da ne bo uporabljal Produkta z omejeno uporabo za kreiranje in distribucijo produkta, ki pretvarja datoteke tipa (.RPT) v alternativni format datoteke poročila, ki ga uporabljajo splošni produkti pisanja poročil, analize podatkov ali poročanja, ki niso last SAP-ja.

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 AGREEMENT OR IN CONNECTION WITH THE APPLICATION OR RUNTIME PRODUCT.
SAP IN NJEGOVI DOBAVITELJI ODKLANJANO VSA JAMSTVA, IZRECNA ALI IMPLICIRANA, VKLJUČNO IN BREZ OMEJITVE, GLEDE PRODAJNOSTI, USTREZNOSTI ZA DOLOČEN NAMEN IN NEKRŠITVE PRAVIC TRETJE OSEBE. SAP IN NJEGOVI DOBAVITELJI NISO ODGOVORNI ZA NOBENO NEPOSREDNO, POSREDNO, POSLEDIČNO, NAKLJUČNO, KAZENSKO, ZAVAROVALNO ALI DRUGO KRITJE IZ TE POGODBE OZ. V ZVEZI Z APLIKACIJO ALI PRODUKTOM Z OMEJENO UPORABO.

15.3. SAP Crystal Server
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.
Obseg: To poglavje velja za SAP Crystal Reports Server in SAP Crystal Server. Povsod v tem poglavju se izraz "SAP Crystal Server" uporablja tako, da zajema oba produkta.

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. Customer may use SAP Crystal Server's mobile features or functionalities.
Uporaba: Poročila SAP Crystal Reports, ki vsebujejo datoteke SWF, ustvarjene s programom SAP Crystal Dashboard Design, in dostopajo do podatkov izključno s konektorjem Crystal Reports, lahko pregledujejo uporabniki, ki imajo licence tipa Uporabnik ali CAL. Stranka lahko Uporablja mobilne funkcije ali značilnosti produkta SAP Crystal Server.

15.3.3. **Restrictions**: For each Deployment, SAP Crystal Server may be installed and Used only on a single Server. Customer may not attempt to cluster the system across multiple live Servers. Customer cannot use SAP Crystal Server to access data in SAP applications with the exception of SAP Business One.
Omejitve: Za vsako postavitev je dovoljena namestitev in Uporaba programa SAP Crystal Server le v enem strežniku. Stranka ne sme poskušati ustvarjati sistemske gruče z več aktivnimi strežniki. Stranka ne sme uporabljati SAP Crystal Server za dostop do podatkov v SAP-jevih aplikacijah, razen aplikacije SAP Business One.

15.3.3.1. The following content can only be viewed using User licenses:
Naslednjo vsebino si je mogoče ogledati le z licencami tipa Uporabnik:

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

15.3.3.2. The following content can only be viewed using CSBL licenses:
Naslednjo vsebino si je mogoče ogledati le z licencami tipa CSBL:

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

15.3.3.3. The following integration kits are not licensed for Use with SAP Crystal Server:
Naslednji kompleti za integracijo ne vključujejo licence za Uporabo skupaj s SAP Crystal Server:

- SAP BusinessObjects Integration for PeopleSoft Enterprise
  SAP BusinessObjects Integration za PeopleSoft Enterprise
- SAP BusinessObjects Integration for JDE EnterpriseOne
  SAP BusinessObjects Integration za JDE EnterpriseOne
- SAP BusinessObjects Integration for Siebel
  SAP BusinessObjects Integration za Siebel
- SAP BusinessObjects Integration for Oracle E-Business Suite
  SAP BusinessObjects Integration za Oracle E-Business Suite
- SAP BusinessObjects Integration for SAP
  SAP BusinessObjects Integration za 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.
Uporaba kateregakoli SAP BusinessObjects BI SDK v kateremkoli poslovnem programskem produktu za povezovanje podatkov, do katerih se dostopa prek semantičnih ravni ali dokumentov SAP BusinessObjects s produkti tretje osebe, je brez SAP-jevega pisnega soglasja prepovedana. Nobenega SAP BusinessObjects BI SDK ni dovoljeno uporabljati v nobenem poslovnem programskem produktu za pretvorbo vsebine ali metapodatkov SAP BusinessObjects v produkte tretjih oseb.

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. Customer may not attempt to cluster the system across multiple live Servers. Customer cannot use CRSE to access data in SAP applications.
SAP Crystal Reports Server OEM Embedded: SAP Crystal Reports Server OEM Embedded ("CRSE") se lahko namesti in uporablja le v enem Strežniku, ne glede na to, ali je Programska oprema licencirana na podlagi Uporabnika ali Strežnika. Stranka ne sme poskušati ustvarjati sistemske gruče z več aktivnimi strežniki. Stranka ne sme uporabljati CRSE za dostop do podatkov v SAP-jevih aplikacijah.

Supplementary Products
Dodatni produkti

16. DIRECTORIES
DIREKTORIJI

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**")
Dodatni licenčni pogoji: V nadaljevanju so navedeni dodatni licenčni pogoji za vsebino oz. sklicne podatke (podatki naslovov, geografski podatki itd.), ki so na voljo v produktih Data Quality in Data Services ("**Direktoriji**").

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);
Direktoriji, kakršnakoli povezana dokumentacija in kakršnekoli povezane pravice intelektualne lastnine so last SAP-ja in njegovih zunanjih dobaviteljev (odvisno od primera).

16.1.2. Customers are not permitted to resell the data. Directories shall not be used within a service bureau environment. In selected cases, the use by an affiliate will require a separate license (see all specific directory restrictions in the "Pass Through Terms for Directories" attached hereto as Exhibit 5 which constitute a part of the terms and conditions of Customer's use of such Directories).
Stranke ne smejo preprodajati podatkov. Direktorijev ni dovoljeno uporabljati v okolju storitvene pisarne. V določenih primerih, ko direktorije uporablja izpostava, ta potrebuje ločeno licenco (glej specifične omejitve za direktorije v "Pogojih za posredovanje za Direktorije", priloženih kot Dodatek 5, ki je del Strankinih pogojev za uporabo teh Direktorijev).

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; an active maintenance and support agreement for the SAP Data Quality and/or Data Services Products is required to license or renew Directories subscriptions;
Direktoriji se lahko uporabljajo le skupaj s produkti SAP Data Quality in/ali Data Services; trajna licenca za produkte SAP Data Quality and Data Services Products je pogoj za uporabo Direktorijev; pogodba o aktivnem vzdrževanju in podpori za produkte SAP Data Quality in/ali Data Services Products je obvezna za licenco ali obnovitev naročnin za Direktorije;

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;
Direktorijev ni dovoljeno uporabljati za izdelavo seznama naslovnikov, baze podatkov ali drugega izpeljanega dela, lahko pa se uporabljajo za čiščenje obstoječega seznama naslovnikov ali baze podatkov Končnega uporabnika;

16.1.5. Directories will be updated from time to time: only the current version of a Directory may be used;
Direktoriji se občasno posodobijo: uporablja se lahko le aktualna različica Direktorija;

16.1.6. SAP may use a software utility mechanism in Directories that imposes time limitations to prevent the use of outdated Directories;
SAP lahko v Direktorijih uporabi programski mehanizem, ki vsili časovne omejitve in tako preprečuje uporabo zastarelih Direktorijev.

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;
SAP-jevi zunanji dobavitelji nimajo nikakršnih obveznosti do končnega uporabnika ali katerekoli tretje osebe zaradi uporabe Direktorijev s strani končnega uporabnika ali katerihkoli storitev, ki jih prejmete v povezavi z uporabo Direktorijev.

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. In no case shall any SAP maintenance or support be provided for the Directories licensed herein.
SAP ne nudi posodobitev vsebine po tem dokumentu, razen če zunanji dobavitelji Direktorijev dajo SAP-ju na voljo posodobitve vsebine. SAP v nobenem primeru ne bo nudil vzdrževanja ali podpore za Direktorije, licencirane po tem dokumentu.

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 Customer's sole remedy will be to receive a refund of fees for the portion of the subscription for which Customer is unable to use such Directories, unless otherwise stated in the Pass-Through Terms.
Zunanji ponudnik Direktorijev lahko SAP-ju odvzame pravico do distribucije Direktorijev ali nudenja posodobitev v času trajanja vaše naročnine; v tem primeru lahko Stranka dobi povrnjen del naročnine, za katerega ne more uporabljati Direktorijev, razen če ni drugače določeno v Pogojih za posredovanje.

16.1.10. Directories may only be leveraged during the term in which they are licensed.
Direktoriji se lahko uporabljajo le v času veljavnosti licence.

16.2. Licensing Information
Podatki o licenciranju

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.
Direktoriji se tržijo na podlagi modela letne naročnine, zato se letna vzdrževalnina ne zaračunava; prav tako za te produkte nista na voljo SAP-jevo vzdrževanje in podpora, razen v obsegu, v katerem vir vsebine Direktorijev nudi vsebino SAP-ju.

16.2.2. Subscription fees may include charges from domestic or international postal authorities or other data providers.
Naročnine lahko vključujejo stroške domačih ali mednarodnih ponudnikov poštnih storitev ali drugih ponudnikov podatkov.

16.2.3. The Initial Term of this shall be 12 calendar months from the Effective Date of the "Initial Term".
Začetno obdobje tu pomeni dvanajst (12) koledarskih mesecev od datuma začetka veljavnosti "Začetnega obdobja".

16.2.4. Automatic renewals occur on an annual basis, subject to availability of the licensed Directory on the 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.
Samodejna podaljšanja se izvajajo letno in so predmet razpoložljivosti licenciranega direktorija s trenutnega SAP-jevega cenika in pogojev. Samodejna podaljšanja se obdelujejo in obračunavajo v skladu z ustreznim veljavnim cenikom in pogoji. Po Začetnem obdobju lahko katerakoli stranka prekine naročniško licenco, s tem da mora 90 dni pred začetkom naslednjega Obdobja podaljšanja o tem pisno obvestiti drugo stranko. Vsako obvestilo o prekinitvi drugi stranki mora biti pisno in začne veljati po koncu aktualnega Začetnega obdobja/Obdobja podaljšanja, v katerem je SAP prejel obvestilo o prekinitvi.

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.
Če se Končni uporabnik odloči, da ne podaljša letne naročnine za noben Direktorij, mora Direktorij ob koncu Obdobja veljavnosti nehati uporabljati. Vse kopije Direktorijev morajo biti izbrisane in odstranjene iz produkcijske uporabe z rešitvami SAP Data Quality.

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.
Dobaviteljeva zahtevana dokumentacija in SAP-jevi vprašalniki za direktorije: SAP-jevi zunanji ponudniki podatkov imajo robustne in stroge modele licenciranja, po katerih mora SAP preveriti primere uporabe in pogoje za Končne uporabnike ter na letnih nadzorih SAP-ja dobaviteljem predložiti dokazilo o takem preverjanju. Zato SAP zahteva, da morajo Končni uporabniki za nekatere Direktorije, med drugim vključno z Imeniki za ZK in Avstralijo, pred licenciranjem ustreznih možnosti Direktorijev izpolniti Vprašalnik. Vprašalniki vključujejo posebna vprašanja za državo in licencirani model ter jih je treba vsako leto izpolniti in oddati SAP-ju, da lahko SAP-jeva pravna služba vodi evidenco in da jih lahko dobavitelji podatkov med nadzori pregledajo (v redigirani in anonimizirani obliki). SAP-jevi skrbniki ključnih kupcev lahko Vprašalnike dobavijo Končnim uporabnikom. Brez teh veljavnih izpolnjenih Vprašalnikov SAP ne more licencirati strank niti izvesti podaljšanja njihovih letnih naročnin za Direktorije.

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.
Omejitev odgovornosti: SAP-jeva celotna odgovornost za kakršnokoli škodo, ki nastane zaradi ali v povezavi z licenčnimi Direktoriji, v nobenem primeru ne sme preseči zneska letne Naročnine, plačane v obdobju zadnjih dvanajstih (12) mesecev pred datumom zahtevka.

17. DATABASE AND TECHOLOGY PORTFOLIO PRODUCTS (EXCLUDING HANA)
BAZA PODATKOV IN PRODUKTI TEHNOLOŠKEGA PORTFELJA (BREZ HANA)

17.1. **Earlier Versions**: Product versions marked as “Earlier Versions” on SAP Service Marketplace may only be downloaded and/or used by Customers 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.

Starejše različice: Različice produkta, označene kot "Starejše različice" na SAP Service Marketplaceu, lahko prenesejo in/ali uporabljajo le Stranke, ki so ali so bile stranke Sybase ter imajo ali so imele licence za določeno starejšo različico programske opreme, ki jo želijo prenesti in/ali uporabljati.

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.

SAP ASE Runtime Edition ("**ASE**"): Je baza podatkov za namensko uporabo, licencirana za izključno uporabo posameznikov v povezavi z njihovo uporabo veljavne Programske opreme in/ali Programske opreme tretjih oseb, ki jo je Stranka licencirala pri SAP-ju. Dodatke tretjih oseb, ki temeljijo na platformi NetWeaver, je mogoče izvajati z ustrezno licenco za SAP NetWeaver Foundation za aplikacije tretjih oseb. Baze podatkov za namensko uporabo SAP ASE ni dovoljeno uporabljati za izvajanje nobene druge programske opreme in/ali programske opreme tretje osebe, razen veljavne Programske opreme in/ali Programske opreme tretjih oseb, ki jo Stranka licencira pri SAP-ju. Več o izdajah/različicah, ki jih podpira baza podatkov SAP ASE, poiščite v Dokumentaciji veljavne Programske opreme in/ali Programske opreme tretjih oseb. Baza podatkov za namensko uporabo SAP ASE vključuje funkcijo replikacije za uporabo le pri obnovi po izrednem dogodku.

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.

Platforma SAP Adaptive Server: Skupno število licenciranih jeder predstavlja maksimalno skupno število jeder, na katerih je lahko nameščena in se Uporablja vsa Programska oprema, vključena v Platformo SAP Adaptive Server ("**ASP**"). SAP ASP vključuje naslednjo Programsko opremo: SAP Adaptive Server Enterprise ("**SAP ASE**"), SAP IQ in 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.

SAP PowerDesigner DataArchitect, izdaja Edge, in SAP PowerDesigner EnterpriseArchitect: Vključuje bazo podatkov SAP SQL Anywhere, ki se lahko Uporablja le kot odložišče metapodatkov za rešitev PowerDesigner (če je licencirana) ter za razčlenjevanje jezika SQL.

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.

SAP Data Intelligence: SAP Data Intelligence vključuje licenco za namensko uporabo rešitve SAP Landscape Transformation Replication Server ("**SAP SLT**"). Uporaba SAP SLT je omejena izključno na scenarije replikacije v SAP Data Intelligence in za omogočanje integracije podatkov med aplikacijami SAP Business Suite in SAP Data Intelligence.

18. MOBILE
MOBILNI TELEFON

18.1. **Earlier versions**: Product versions marked as “Earlier Versions” on SAP Service Marketplace may only be downloaded and/or used by Customers 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.

Starejše različice: Različice produkta, označene kot "Starejše različice" na SAP Service Marketplaceu, lahko prenesejo in/ali uporabljajo le Stranke, ki so ali so bile stranke Sybase ter imajo ali so imele licence za določeno starejšo različico programske opreme, ki jo želijo prenesti in/ali uporabljati.

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

Podprta mobilnost: SAP-jeva programska oprema, ki podpira mobilnost, lahko zahteva prenos dodatne komponente iz trgovine mobilnih aplikacij tretjih oseb.

18.3. **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.

Programska oprema SAP Enterprise Integration for Mobile Apps: Lahko zahteva prenos dodatne komponente iz trgovine z aplikacijami tretje osebe. Vsaka dodatna komponenta je predmet ustrezne licenčne pogodbe. Licencirana aplikacija SAP Enterprise Integration za mobilne aplikacije vsebuje uporabo komponent mobilne platforme za uporabo s Paketom.

19. SAP HANA
SAP HANA

19.1. Definitions

Opredelitve pojmov

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

"**Viri podatkov**" so vsa programska oprema in/ali primerki baze podatkov, za katere je Stranka zagotovila ustrezno licenco.

19.2. **SAP HANA, enterprise edition**:

SAP HANA, izdaja za podjetja:

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:

Uporablja se lahko z neomejenim številom Virov podatkov, taka Uporaba pa je predmet veljavne Licenčne stopnje. SAP HANA, izdaja za podjetja, vključuje naslednjo Programsko opremo za namensko uporabo:

a) SAP HANA Operation Process Intelligence
SAP HANA Operation Process Intelligence
b) SAP HANA, information management option
SAP HANA, možnost za upravljanje podatkov
c) SAP HANA, data replication option
SAP HANA, možnost za replikacijo podatkov
d) SAP HANA, data privacy option
SAP HANA, možnost za zaupnost podatkov
e) SAP HANA, spatial and graph option
SAP HANA, možnost za prostorske podatke in diagrame
f) SAP HANA, predictive option
SAP HANA, možnost za napovedovanje
g) SAP HANA, search and text option
SAP HANA, možnost za iskanje in besedila
h) SAP NetWeaver OpenHub
SAP NetWeaver OpenHub
i) SAP OpenHub for S/4HANA
SAP OpenHub za S/4HANA
j) SAP HANA native storage extension (Use of HANA Native Storage Extension Buffer Cache component is subject to the applicable Licensed Level)
Razširitev lokalnega prostora za shranjevanje SAP HANA (za uporabo komponente Predpomnilnik medpomnilnika razširitve lokalnega prostora za shranjevanje SAP HANA velja veljavna Licenčna stopnja)
k) SAP ASE database
Baza podatkov SAP ASE
l) SAP Near-line storage for SAP BW and SAP BW/4HANA
SAP Near-Line Storage za SAP BW in BW/4HANA
m) SAP Business Warehouse Accelerator
SAP Business Warehouse Accelerator
n) SAP IQ database
Baza podatkov SAP IQ

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.
Stranka lahko uporablja Dostop do pametnih podatkov za priklic podatkov iz vseh virov podatkov, pod pogojem, da je bil obseg Strankine licence za SAP HANA, izdaja za podjetja, ustrezno prilagojen obsegu podatkov, priklicanih in združenih z drugimi viri podatkov prek Dostopa do pametnih podatkov. Licence za uporabnika tipa Named User ne bodo potrebne le za enosmerni dostop do pametnih podatkov samo za branje v SAP-jevi Programski opremi in/ali Programski opremi tretje osebe.

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.
SAP ASE je baza podatkov za namensko uporabo, omejena le na Uporabo v povezavi s Strankino Uporabo Programske opreme in/ali Programske opreme tretje osebe ter izključno, če je Stranka licencirala komponente take Programske opreme, in v skladu s pogoji iz tega dokumenta. Skupno število Jeder v vseh računalnikih, v katerih je mogoče namestiti in Uporabljati bazo podatkov SAP ASE, ne sme preseči enega (1) Jedra na 64 GB pomnilnika v sistemu HANA. Baza podatkov za namensko uporabo ASE vključuje funkcijo replikacije za uporabo le pri obnovi po izrednem dogodku.

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 system. Use of SAP IQ is limited to access by and through SAP HANA, enterprise edition.
Baza podatkov SAP IQ je baza podatkov za čas izvajanja. Uporaba baze podatkov SAP IQ je omejena na eno (1) Jedro na 256 GB prostora v pomnilniku v sistemu HANA. Uporaba SAP IQ je omejena na dostop z rešitvijo SAP HANA, izdaja za podjetja, in prek te rešitve.

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.
Postavitev več najemnikov za SAP HANA: Če je Stranka pridobila licenco za več kot eno izdajo SAP HANA, mora biti vsak tip licence za izdajo SAP HANA nameščen v svoji enolični bazi podatkov najemnika za HANA v sistemu HANA. Uporaba najemnikov Baza podatkov sistema in Nadzorna plošča za sistem HANA je omejena izključno na skrbniška opravila.

19.4. **SAP HANA, runtime Edition for SAP BW ("HANA Runtime for BW") licensed by HANA SAP Application Value**:
SAP HANA, izdaja za namensko uporabo za SAP BW ("HANA Runtime for BW"), ki jo licencira SAP-jeva aplikativna vrednost za HANA:

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:
HANA Runtime for BW je baza podatkov, licencirana samo za pomoč Stranki pri Uporabi rešitve SAP Business Warehouse (SAP BW), Uporaba pa je omejena na komunikacijo med SAP BW in HANA Runtime for BW. V licenco za HANA Runtime for BW je vključena naslednja Programska oprema za namensko uporabo:
a) SAP HANA Platform;
SAP HANA, izdaja za platformo
b) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator
c) SAP Near-line storage for SAP BW (NLS for BW);

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

d) SAP HANA Rules Framework;
Ogrodje pravil za SAP HANA

e) SAP HANA native storage extension.
SAP HANA razširitev lokalnega prostora za shranjevanje

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.
HANA Runtime for BW lahko podpira neomejeno število Virov podatkov in neomejeno uporabo programske opreme SAP Business Warehouse Accelerator, odvisno od veljavne Licenčne stopnje. SAP HANA, izdaja za platformo vključuje komponente HANA Studio, Cockpit in Web IDE. Uporaba komponent SAP HANA Studio, Cockpit in Web IDE ter SAP Business Application Studio (BAS) je omejena izključno na upravljanje, nadzor in ustvarjanje lastnih pogledov za primerek SAP BW. Vsa poročanja je treba izvesti prek Programske opreme SAP BW ali prek lastnih pogledov, ustvarjenih z rešitvijo HANA Studio, Web IDE ali BAS. Do takih lastnih pogledov je mogoče dostopati prek orodij SAP BI.

19.4.3. NLS for BW includes a runtime license of SAP IQ solely for Use with SAP BW.
NLS za BW vključuje licenco za namensko uporabo za SAP IQ izključno za Uporabo s 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.
Vsakršno modeliranje, prenos, distribucija, ustvarjanje in razširjanje podatkovnih struktur, vključno s preglednicami in virtualnimi preglednicami prek Dostopa do pametnih podatkov, uporabljenimi v HANA Runtime for BW, je treba izvesti prek Programske opreme SAP BW.

19.4.5. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
Stranka lahko izvozi podatke z uporabo licenčnih SAP-jevih orodij izključno za uporabo v eni (1) ali več naslednjih rešitvah:

a) SAP HANA, enterprise edition
SAP HANA, izdaja za podjetja

b) SAP HANA, standard edition
SAP HANA, standardna izdaja

c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform, storitev SAP HANA

d) SAP HANA Cloud
SAP HANA Cloud

e) SAP Datasphere
SAP Datasphere

19.4.6. Customer shall pay additional license fees for HANA Runtime for BW in the event Customer's HANA SAP Application Value increases.
Stranka plača dodatno licenčnino za HANA Runtime for BW, če se Strankine SAP-jeve aplikativne vrednosti za HANA zvišajo.

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.
SAP HANA, omejena izdaja za namensko uporabo le za aplikacije HANA ("HANA z omejeno licenco za namensko uporabo"): Licencirana je le za Uporabo s katerokoli Strankino aplikacijo, povezano s SAP HANA, spodaj in le v obsegu, v katerem je Stranka licencirala Aplikacije, povezane s SAP HANA, v skladu s pogoji iz tega dokumenta. Aplikacije, povezane s SAP HANA, je mogoče uporabljati z ustreznim licenciranim primerkom SAP Business Warehouse (BW). Uporaba BW je omejena na Aplikacijo, povezano s SAP HANA, za poročanje in analizo.

19.5.1. SAP HANA Related Apps:
Aplikacije, povezane s SAP HANA:

a) SAP Advanced Trade Management Analytics, version for SAP BW/4HANA
SAP Advanced Trade Management Analytics, različica za SAP BW/4HANA

b) SAP Customer Business Planning, version for SAP BW/4HANA
SAP Customer Business Planning, različica za SAP BW/4HANA

c) SAP Trade Promotion Planning and Management, version for SAP BW/4HANA
SAP Trade Promotion Planning and Management, različica za SAP BW/4HANA

d) SAP Innovation Management
SAP Innovation Management

e) SAP Intelligent Business Operations bundle
Paket SAP Intelligent Business Operations

f) SAP Demand Signal Management, version for SAP BW/4HANA
SAP Demand Signal Management, različica za SAP BW/4HANA

g) SAP Enterprise Threat Detection
SAP Enterprise Threat Detection

h) SAP Tax Declaration Framework for Brazil
SAP Tax Declaration Framework for Brazil

i) SAP Audit Management
SAP Audit Management

j) SAP Business Integrity Screening
SAP Business Integrity Screening

k) SAP Tax Compliance
SAP Tax Compliance

l) SAP Product Lifecycle Costing
SAP Product Lifecycle Costing
m) SAP Transportation Resource Planning
SAP Transportation Resource Planning

n) SAP Transportation Resource Planning for T&L
SAP Transportation Resource Planning for T&L
o) SAP Tax intelligence and Management by All Tax, IRPJ CSLL ISS Trabalhista
SAP Tax intelligence and Management družbe All Tax, IRPJ CSLL ISS Trabalhista
p) SAP Sales Insights for Retail
SAP Sales Insights for Retail
q) retail promotion analyzer
Analizator prodajnih promocij

19.5.2. Runtime Software Rights. The Limited HANA Runtime license includes the following Runtime Software:
Pravice za Programsko opremo za namensko uporabo. Programska oprema HANA z omejeno licenco za namensko uporabo vključuje naslednjo Programsko opremo za namensko uporabo:

a) SAP HANA Platform;
Platforma SAP HANA
b) SAP Data Integrator ('DI");
SAP Data Integrator ("DI")
c) SAP Smart Data Integration ("SDI");
SAP Smart Data Integration ("SDI")
d) SAP Landscape Transformation replication server ("SLT");
SAP Landscape Transformation replication server ("SLT")
e) SAP ASE database;
Baza podatkov SAP ASE
f) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator
g) SAP Near-line storage for SAP BW (NLS for BW);
SAP Near-line storage for SAP BW (NLS for BW)
h) SAP HANA Rules Framework;
Ogrodje pravil za SAP HANA
i) SAP HANA, data privacy option.
SAP HANA, možnost za zaupnost podatkov
j) SAP HANA, predictive option;
SAP HANA, možnost za napovedovanje
k) SAP HANA, spatial and graph option;
SAP HANA, možnost za prostorske podatke in diagrame
l) SAP HANA, search and text option;
SAP HANA, možnost za iskanje in besedila
m) SAP HANA Smart Data Quality ("SDQ");
Kakovost pametnih podatkov za SAP HANA ("SDQ")
n) SAP HANA native storage extension.
SAP HANA razširitev lokalnega prostora za shranjevanje

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.
SAP HANA, izdaja za platformo vključuje komponente HANA Studio, Cockpit in Web IDE. Vsakršno modeliranje, distribucijo, ustvarjanje in razširjanje podatkovnih struktur, vključno s preglednicami in virtualnimi preglednicami prek Dostopa do pametnih podatkov, uporabljenimi v HANA z omejeno licenco za namensko uporabo, je treba izvesti prek Aplikacij, povezanih s SAP HANA. Uporaba DI, SDI in SLT je omejena izključno na prenos podatkov v Programsko opremo za namensko uporabo HANA ali Aplikacije, povezane s SAP HANA. Podatke je mogoče prenesti iz ustrezno licenciranega Vira podatkov prek DI, SDI ali SLT ali prek Aplikacijskih vmesnikov, povezanih s SAP HANA. Uporaba SDI je mogoča tudi z Dostopom do pametnih podatkov v scenariju združevanja podatkov. Ne glede na vse navedeno Aplikacije, povezane s SAP HANA, niso dovoljene za distribucijo podatkov iz tabel v licenčni HANA z omejeno licenco za namensko uporabo za drugo Programsko opremo.

19.5.4. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
Stranka lahko izvozi podatke z uporabo licenčnih SAP-jevih orodij izključno za uporabo v eni (1) ali več naslednjih rešitvah:

a) SAP HANA, enterprise edition
SAP HANA, izdaja za podjetja
b) SAP HANA, standard edition
SAP HANA, standardna izdaja
c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform, storitev SAP HANA
d) SAP HANA Cloud
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.
Uporaba komponent SAP HANA Studio, Cockpit in Web IDE ter SAP Business Application Studio (BAS) je omejena izključno na upravljanje, nadzor in ustvarjanje lastnih pogledov za primerek baze podatkov HANA z omejeno licenco za namensko uporabo. Vsa poročanja je treba izvesti prek aplikacije, povezane s SAP HANA, ali prek lastnih pogledov, ustvarjenih z rešitvijo HANA Studio, Web IDE ali BAS. Do takih lastnih pogledov je mogoče dostopati prek orodij SAP BI.

19.5.6. NLS for BW includes a runtime license of SAP IQ solely for Use with SAP BW.
NLS za BW vključuje licenco za namensko uporabo za SAP IQ izključno za Uporabo s SAP BW.

19.5.7. **SAP BusinessObjects Enterprise and SAP Business Objects 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:
SAP BusinessObjects Enterprise in SAP BusinessObjects Business Intelligence v HANA z omejeno licenco za namensko uporabo: Če se uporablja kot baza podatkov za namensko uporabo za SAP BusinessObjects Enterprise in SAP BusinessObjects Business Intelligence, se lahko HANA z omejeno licenco za namensko uporabo uporablja:

a) as a database for the Central Management Server (CMS) repository;
Kot baza podatkov za odložišče Central Management Server (CMS);

b) as an audit database for the BI Platform; and
Kot baza podatkov za nadzora za BI Platform; in

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
Kot platforma SAP BusinessObjects Design Studio za čas izvajanja za komponento SAP HANA.

19.5.8. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.
Baza podatkov za namensko uporabo ASE vključuje funkcijo replikacije za uporabo le pri obnovi po izrednem dogodku.

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.
Licenčnina za Programsko opremo za omejeno namensko uporabo HANA se izračuna na podlagi SAP-jeve aplikativne vrednosti za HANA za Stranke. Stranka plača dodatno licenčnino za Programsko opremo za omejeno namensko uporabo HANA, če se za Stranko SAP-jeva aplikativna vrednost za HANA za Aplikacije, povezane s SAP HANA, zviša.

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.
Stranka potrjuje, da mora morda namestiti izdajo Aplikacije, povezane s HANA, ki je združljiva s Programsko opremo za namensko uporabo HANA, da omogoči določene poslovne funkcije ali zagotovi konfiguracijo, kot je opisano zgoraj. Druge izdaje Programske opreme za omejeno namensko uporabo HANA, razvite za Uporabo z Aplikacijami, povezanimi s SAP HANA, morda niso združljive s trenutnimi izdajami in morda niso na voljo z ustrezno ponujeno SAP-jevo podporo. Tehnična migracija iz Aplikacij, povezanih s SAP HANA, v drugo izdajo Aplikacije, povezane s SAP HANA, za uporabo ločeno od baze podatkov Programske opreme za omejeno namensko uporabo HANA in/ali v drugo ponujeno bazo podatkov morda ni mogoča.

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.
SAP HANA, možnost za zaupnost podatkov: Uporaba je omejena le na Mehanizem za maskiranje podatkov SAP HANA, Mehanizem za anonimizacijo podatkov SAP HANA, Šifriranje stolpcev in Pooblastila za SAP-jeve poslovne aplikacije za skupno rabo.

19.7. **SAP HANA, information management option**: Includes SAP HANA Smart Data Integration and Smart Data Quality.
SAP HANA, možnost za upravljanje podatkov: Vključuje integracijo pametnih podatkov in kakovost pametnih podatkov za SAP HANA.

19.8. **SAP HANA, predictive option**: Use is limited solely to the HANA PAL/R engine, Automated Predictive Library (APL), and TensorFlow integration.
SAP HANA, napovedna možnost: Uporaba je omejena izključno na mehanizem HANA PAL/R, Automated Predictive Library (APL) in integracijo TensorFlow.

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.
SAP HANA, možnost za replikacijo podatkov: Vključuje naslednjo Programsko opremo za namensko uporabo: SAP Data Integrator, SAP Landscape Transformation Replication Server ("SLT"), SAP Replication Server in SAP SQL Anywhere, napredna izdaja. Uporaba take Programske opreme za namensko uporabo je omejena izključno na izvlek podatkov iz Virov podatkov v SAP HANA ali med različnimi primerki baze podatkov HANA. Uporaba rešitev SAP SQL Anywhere, napredna izdaja, je omejena le na izmenjavo podatkov med Viri podatkov in SAP HANA.

19.10. **SAP HANA, search and text option**: Use is limited solely to the SAP HANA Search Engine and Text Analysis Engine.
SAP HANA, možnost mehanizma za iskanje in analizo besedil: Uporaba je omejena le na Mehanizem za iskanje in Mehanizem za analizo besedil za SAP HANA.

19.11. **SAP HANA, spatial and graph option**: Use is limited solely to the SAP HANA Spatial Engine and Graph Engine.
SAP HANA, možnost prostorskega mehanizma in mehanizma za grafe: Uporaba je omejena le na Prostorski mehanizem in Mehanizem za grafe za SAP HANA.

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.

SAP HANA, možnost aktivnih enot/aktivnih enot z možnostjo branja: Uporaba SAP HANA je omejena na postopke branja le v sekundarnem primerku, v scenariju replikacije sistema SAP HANA. Stranka mora licencirati tako število aktivnih enot/aktivnih enot z možnostjo branja SAP HANA, ki ustreza številu enot SAP HANA, povezanih z glavnim primerkom SAP HANA.

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.

SAP HANA, možnost aktivnih enot/aktivnih enot z možnostjo branja za HANA za namensko uporabo: Uporaba SAP HANA je omejena na postopke branja le v sekundarnem primerku, v scenariju replikacije sistema SAP HANA. Stranka mora plačati dodatno licenčnino za SAP HANA, možnost aktivnih enot/aktivnih enot z možnostjo branja za HANA na namensko uporabo, če se Strankina SAP-jeva aplikativna vrednost za HANA poveča.

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

19.14. **SAP Near-line storage for SAP BW and SAP BW/4HANA**: SAP Near-line storage for SAP BW and SAP BW/4HANA vključuje licenco za namensko uporabo za SAP IQ. Uporaba SAP IQ je omejena na največ 32 jeder, izključno za Uporabo s SAP BW ali BW/4HANA. Ta licenca za namensko uporabo SAP IQ je na voljo tudi za Uporabo kot neaktivna shramba za optimizacijo klasifikacije podatkov v SAP BW/4HANA.

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. **SAP HANA, izdaja za namensko uporabo za aplikacije in SAP BW, licencirano s SAP-jevo aplikativno vrednostjo za HANA**: SAP HANA, izdaja za namensko uporabo za aplikacije in SAP BW je licencirana kot baza podatkov za namensko uporabo ("HANA REAB") za Uporabo v povezavi s Strankino Uporabo Programske opreme in/ali Programske opreme tretje osebe ter izključno v primeru, da je Stranka licencirala komponente take Programske opreme ("Programska oprema, ki jo podpira HANA REAB") in v skladu s pogoji iz tega dokumenta.

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

Pravice za uporabo programske opreme REAB za namensko uporabo: Licenca za HANA REAB vsebuje naslednjo Programsko opremo za namensko uporabo:

a) SAP HANA Platform;
Platforma SAP HANA

b) SAP Data Integrator ('DI");
SAP Data Integrator ("DI")

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

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

e) SAP ASE database;
Baza podatkov SAP ASE

f) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator

g) SAP Near-line storage for SAP BW and SAP BW/4HANA;
SAP Near-Line Storage for SAP BW and BW/4HANA

h) SAP HANA Rules Framework;
Ogrodje pravil za SAP HANA

i) SAP HANA, data privacy option;
SAP HANA, možnost za zaupnost podatkov

j) SAP HANA, predictive option;
SAP HANA, možnost za napovedovanje

k) SAP HANA, spatial and graph option;
SAP HANA, možnost za prostorske podatke in diagrame

l) SAP HANA, search and text option;
SAP HANA, možnost za iskanje in besedila

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

n) SAP HANA, native storage extension.
SAP HANA razširitev lokalnega prostora za shranjevanje

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

SAP HANA, izdaja za platformo vključuje komponente HANA Studio, Cockpit in Web IDE. Vsakršno modeliranje, distribucijo, ustvarjanje in razširjanje podatkovnih struktur, vključno s preglednicami in virtualnimi preglednicami prek Dostopa do pametnih podatkov, uporabljenimi v HANA REAB, je treba izvesti prek Programske opreme, ki jo podpira HANA REAB. Uporaba DI, SDI in SLT je omejena izključno na nalaganje

podatkov v HANA REAB ali Programsko opremo, ki jo podpira HANA REAB. Podatke je mogoče prenesti iz ustrezno licenciranega Vira podatkov prek DI, SDI ali SLT ali prek vmesnikov Programske opreme, ki jih podpira HANA REAB. Uporaba SDI je mogoča tudi z Dostopom do pametnih podatkov v scenariju združevanja podatkov. Ne glede na vse navedeno Programska oprema, podprta s HANA REAB, ni dovoljena za distribucijo podatkov iz tabel v licenčni HANA REAB za drugo Programsko opremo. Na primer SAP Data Services, licencirana s HANA REAB, ni dovoljena za distribucijo podatkov iz licenčne HANA REAB za 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:
Stranka lahko izvozi podatke z uporabo licenčnih SAP-jevih orodij izključno za uporabo v eni (1) ali več naslednjih rešitvah:

a) SAP HANA, enterprise edition
SAP HANA, izdaja za podjetja

b) SAP HANA, standard edition
SAP HANA, standardna izdaja

c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform, storitev SAP HANA

d) SAP HANA Cloud
SAP HANA Cloud

e) SAP Datasphere
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.
Uporaba komponent SAP HANA Studio, Cockpit in Web IDE ter SAP Business Application Studio (BAS) je omejena izključno na upravljanje, nadzor in ustvarjanje lastnih pogledov za primerek baze podatkov HANA REAB. Vsa poročanja je treba izvesti prek Programske opreme, ki jo podpira HANA REAB, ali prek lastnih pogledov, ustvarjenih z rešitvijo HANA Studio, Web IDE ali BAS. Do takih lastnih pogledov je mogoče dostopati prek orodij SAP BI.

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:
SAP BusinessObjects Enterprise in SAP BusinessObjects Business Intelligence v REAB: Če se uporablja kot baza podatkov za namensko uporabo za SAP BusinessObjects Enterprise in SAP BusinessObjects Business Intelligence, se lahko HANA REAB uporablja:

a) as a database for the Central Management Server (CMS) repository;
Kot baza podatkov za odložišče Central Management Server (CMS);

b) as an audit database for the BI Platform; and
Kot baza podatkov za nadzora za BI Platform; in

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
Kot platforma SAP BusinessObjects Design Studio za čas izvajanja za komponento SAP HANA.

19.15.6. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.
Baza podatkov za namensko uporabo ASE vključuje funkcijo replikacije za uporabo le pri obnovi po izrednem dogodku.

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.
Licenčnina za HANA REAB se izračuna na podlagi Strankine SAP-jeve aplikativne vrednosti za HANA za Programsko opremo, ki jo podpira HANA REAB. Stranka plača dodatno licenčnino za HANA REAB, če se Strankina SAP-jeva aplikativna vrednost za HANA poviša.

19.15.8. Customer acknowledges 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.
Stranka potrjuje, da mora morda namestiti izdajo Programske opreme, ki jo podpira HANA REAB in je združljiva s HANA REAB, da omogoči določene poslovne funkcije ali zagotovi konfiguracijo, kot je opisano zgoraj. Druge izdaje HANA REAB, razvite za Uporabo s Programsko opremo, ki jo podpira HANA REAB, morda niso združljive s trenutnimi izdajami in morda niso na voljo z ustrezno ponujeno SAP-jevo podporo. Tehnična migracija iz Programske opreme, ki jo podpira HANA REAB, v drugo izdajo Programske opreme in/ali Programsko opremo Tretje osebe, kot se uporablja ločeno od HANA REAB, in/ali v drugo ponujeno bazo podatkov, morda ni mogoča.

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).
SAP HANA, izdaja za namensko uporabo za aplikacije in SAP BW – Delno, licencirana na podlagi SAP-jeve aplikativne vrednosti za HANA ("**HANA REAB – Delno**"): Licenčnina za HANA REAB – delno se izračuna na podlagi Strankine SAP-jeve aplikativne vrednosti za HANA za Programsko opremo, ki jo podpira HANA REAB (opredeljeno spodaj).

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.
Izdaja HANA REAB – Delno za Uporabo v povezavi s Strankino Uporabo Programske opreme in/ali Programske opreme tretje osebe ter izključno v obsegu, v katerem je Stranka licencirala komponente take Programske opreme ("Programska oprema, ki jo podpira HANA REAB"), in v skladu s pogoji iz tega dokumenta.

19.16.2. **HANA REAB-Partial Runtime Software Rights**: The HANA REAB-Partial license includes the following Runtime Software:
Pravice za uporabo programske opreme HANA REAB - Delno za namensko uporabo: Licenca za HANA REAB - Delno vsebuje naslednjo Programsko opremo za namensko uporabo:

a) SAP HANA Platform;
Platforma SAP HANA

b) SAP Data Integrator ('DI");
SAP Data Integrator ("DI")

c) SAP Smart Data Integration (“SDI”);
SAP Smart Data Integration ("SDI")
d) SAP Landscape Transformation replication server (“SLT”);
SAP Landscape Transformation replication server ("SLT")
e) SAP ASE database;
Baza podatkov SAP ASE
f) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator
g) SAP Near-line storage for SAP BW and SAP BW/4HANA;
SAP Near-Line Storage for SAP BW and BW/4HANA
h) SAP HANA Rules Framework;
Ogrodje pravil za SAP HANA
i) SAP HANA, data privacy option;
SAP HANA, možnost za zaupnost podatkov
j) SAP HANA, predictive option;
SAP HANA, možnost za napovedovanje
k) SAP HANA, spatial and graph option;
SAP HANA, možnost za prostorske podatke in diagrame
l) SAP HANA, search and text option;
SAP HANA, možnost za iskanje in besedila
m) SAP HANA Smart Data Quality (“SDQ”)
Kakovost pametnih podatkov za SAP HANA ("SDQ")
n) SAP HANA native storage extension.
SAP HANA razširitev lokalnega prostora za shranjevanje

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.
SAP HANA, izdaja za platformo vključuje komponente HANA Studio, Cockpit in Web IDE. Vsakršno modeliranje, distribucijo, ustvarjanje in razširjanje podatkovnih struktur, vključno s preglednicami in virtualnimi preglednicami prek Dostopa do pametnih podatkov, uporabljenimi v HANA REAB – Delno, je treba izvesti prek Programske opreme, ki jo podpira HANA REAB. Uporaba DI, SDI in SLT je omejena izključno na prenos podatkov v HANA REAB – Delno ali Programsko opremo, ki jo podpira HANA REAB. Podatke je mogoče prenesti iz ustrezno licenciranega Vira podatkov prek DI, SDI ali SLT ali prek vmesnikov Programske opreme, ki jih podpira HANA REAB. Uporaba SDI je mogoča tudi z Dostopom do pametnih podatkov v scenariju združevanja podatkov. Ne glede na vse navedeno Programska oprema, podprta s HANA REAB, ni dovoljena za distribucijo podatkov iz tabel v licenčni HANA REAB – Delno za drugo Programsko opremo. Na primer SAP Data Services, licencirana s HANA REAB – Delno, ni dovoljena za distribucijo podatkov iz licenčne HANA REAB – Delno za SAP S/4HANA.

19.16.4. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
Stranka lahko izvozi podatke z uporabo licenčnih SAP-jevih orodij izključno za uporabo v eni (1) ali več naslednjih rešitvah:
a) SAP HANA, enterprise edition
SAP HANA, izdaja za podjetja
b) SAP HANA, standard edition
SAP HANA, standardna izdaja
c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform, storitev SAP HANA
d) SAP HANA Cloud
SAP HANA Cloud
e) SAP Datasphere
SAP Datasphere

19.16.5. 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 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. Uporaba komponent SAP HANA Studio, Cockpit in Web IDE ter SAP Business Application Studio (BAS) je omejena izključno na upravljanje, nadzor in ustvarjanje lastnih pogledov za primerek baze podatkov HANA REAB – Delno. Vsa poročanja je treba izvesti prek Programske opreme, ki jo podpira HANA REAB, ali prek lastnih pogledov, ustvarjenih z rešitvijo HANA Studio, Web IDE ali BAS. Do takih lastnih pogledov je mogoče dostopati prek orodij SAP BI.

19.16.6. **SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence on SAP REAB-Partial**: When used as a runtime database for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intellgience, HANA REAB - Partial may be used:
SAP BusinessObjects Enterprise in SAP BusinessObjects Business Intelligence na SAP REAB - Delno: Če se uporablja kot baza podatkov za čas izvajanja za SAP BusinessObjects Enterprise in SAP BusinessObjects Business Intelligence, se lahko HANA REAB - Delno uporablja:
a) as a database for the Central Management Server (CMS) repository;
Kot baza podatkov za odložišče Central Management Server (CMS);
b) as an audit database for the BI Platform; and

Kot baza podatkov za nadzora za BI Platform; in

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
Kot platforma SAP BusinessObjects Design Studio za čas izvajanja za komponento SAP HANA.

19.16.7. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.
Baza podatkov za namensko uporabo ASE vključuje funkcijo replikacije za uporabo le pri obnovi po izrednem dogodku.

19.16.8. Customer acknowledges that 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.
Stranka potrjuje, da mora morda namestiti izdajo Programske opreme, ki jo podpira HANA REAB - Delno in je združljiva s HANA REAB, da omogoči določene poslovne funkcije ali zagotovi konfiguracijo, kot je opisano zgoraj. Druge izdaje HANA REAB – Delno, razvite za Uporabo s Programsko opremo, ki jo podpira HANA REAB, morda niso združljive s trenutnimi izdajami in morda niso na voljo z ustrezno ponujeno SAP-jevo podporo. Tehnična migracija iz Programske opreme, ki jo podpira HANA REAB, v drugo izdajo Programske opreme in/ali Programsko opremo Tretje osebe, kot se uporablja ločeno od HANA REAB – Delno, in/ali v drugo ponujeno bazo podatkov, morda ni mogoča.

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 Section 0, sub-section 2.8 of these Use Terms.
Pogoji uporabe za API storitve Twitter, vsebovan v SAP HANA, izdaja za podjetja, SAP HANA, izdaja za namensko uporabo za aplikacije in SAP BW, in SAP HANA, možnost za upravljanje podatkov: Naslednje velja za SAP HANA, izdaja za podjetja, SAP HANA, izdaja za namensko uporabo za aplikacije in SAP BW in SAP HANA, možnost za upravljanje podatkov: za Uporabo API-ja storitve Twitter veljajo pogoji Spletnih storitev tretjih oseb v 2.8 podčlenu 0. člena, teh Pogojev uporabe.

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.
Klasifikacija neaktivnih podatkov SAP HANA: Vključuje komponente SAP Data Intelligence, ki jih je mogoče uporabljati izključno za scenarije Klasifikacije neaktivnih podatkov SAP HANA. Uporaba je omejena na prenose podatkov med SAP HANA in viri SAP Data Intelligence z distribuiranim izvajalnikom (Vora) oz. viri, ki jih podpira programska oprema Vora. Dostop do neaktivnih podatkov ali poizvedovanje po njih je dovoljeno le prek glavnega sistema HANA.

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://wiki.scn.sap.com/wiki/display/SAPHANA/SAP+HANA+Client+redistributable+files, into the HANA Client Software default install path.
SAP HANA, programska oprema za odjemalce: Stranka lahko trži in izdaja podlicence za Programsko opremo HANA za odjemalce le za uporabo v povezavi z lastnimi produkti. Katerikoli produkti tretje osebe, ki so del Programske opreme HANA za odjemalce ali dobavljeni z njo, se lahko uporabljajo le kot del Programske opreme HANA za odjemalce. Stranka tretjim osebam ne sme zaračunavati stroškov ali drugih oblik plačil za dostop do Programske opreme HANA za odjemalce ali njeno uporabo. Stranka ne sme namestiti datotek, kot je navedeno na strani https://wiki.scn.sap.com/wiki/display/SAPHANA/SAP+HANA+Client+redistributable+files, v privzeto pot za namestitev programske opreme HANA za odjemalce.

20. FOCUSED BUSINESS SOLUTIONS. OSREDOTOČENE POSLOVNE REŠITVE.

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").
Posebna podpora: Če je licenčna programska oprema opredeljena kot Focused Business Solution ("Programska oprema FBS"), veljajo posebna strategija podpore in posebni pogoji. SAP-jeva podpora za Programsko opremo FBS bo zagotovljena v skladu s pogoji SAP-jeve podpore, spremenjenimi s takrat veljavno strategijo podpore in pogoji, ki so na voljo na strani https://support.sap.com/fbs (vključno z morebitnimi nasledniki spletnih strani, ki jih objavi SAP kot "Strategy & Conditions Site").

20.2. **Strategy & Conditions Site**: The Strategy & Conditions Site is hereby amended to include the following terms:
Spletno mesto Strategy & Conditions: Spletno mesto Strategy & Conditions je spremenjeno tako, da vsebuje naslednje pogoje:

12.2.1 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.
Programska oprema FBS kot pogoj za Uporabo in namestitev zahteva specifično verzijo (npr. izdajo, paket ravni storitev in/ali paket razširitev) določene SAP-jeve programske opreme ("Osnovna programska oprema"), ki je opredeljena na spletnem mestu Strategy & Conditions Site in jo mora Stranka ločeno licencirati in namestiti.

12.2.2 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).
V prihodnje se bo SAP po lastni in izključni presoji odločil, ali bodo nove izdaje Programske opreme FBS komercialno na voljo kot del SAP-jeve podpore; take nove izdaje imajo lahko (a) različne funkcije, (b) različne podprte jezike in/ali (c) drugačne zahteve za Osnovno programsko opremo kot prejšnje izdaje Programske opreme FBS.

12.2.3 Mainstream and extended maintenance dates for FBS Software are targets, and therefore subject to change by SAP.

Datumi za osnovno in podaljšano vzdrževanje za Programsko opremo FBS so okvirni in jih SAP lahko spremeni.

12.2.4 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.
V nobenem primeru pa vzdrževanje ali podaljšano vzdrževanje za nobeno Programsko opremo FBS ne bo nudeno po preteku ali prekinitvi osnovnega ali podaljšanega vzdrževanja (kar velja) za osnovno Programsko opremo.

21. REPEATABLE CUSTOM SOLUTION (“RCS”) SOFTWARE. PROGRAMSKA OPREMA ZNOVA UPORABNE REŠITVE PO MERI ("RCS").

21.1. **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.
Pogoj za uporabo: Programska oprema RCS kot pogoj za Uporabo in namestitev zahteva določeno različico (npr. izdaja, paket ravni storitve in/ali paket razširitve) SAP-jeve programske opreme ("Osnovna programska oprema"), ki jo je opredelil SAP, skupaj z ustreznimi Pogoji uporabe na naslovu https://support.sap.com/rcs("Stran RCS Strategy & Conditions") in/ali v Dokumentaciji. Za Programsko opremo RCS veljajo posebna strategija in pogoji za podporo. SAP in Stranka se strinjata, da se Podpora za Znova uporabne rešitve po meri zagotovi, kot je določeno v veljavnem Načrtu SAP-jeve Podpore, specifičnem za produkt, za Znova uporabne rešitve po meri na spletni strani o strategiji in pogojih za Znova uporabne rešitve po meri.

21.2. **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.
Nestandardna programska oprema: RCS ni SAP-jeva standardna programska oprema in v trenutnem stanju morda ne ustreza vsem SAP-jevim standardom, kar med drugim vključuje različico za državo ali jezik, razpoložljivo različico, podprte operacijske sisteme ali bazo podatkov. Stranka mora v celoti testirati RCS pred produkcijsko uporabo. Standardni jezik, v katerem sta dobavljeni programska oprema RCS in njena Dokumentacija, je angleščina. SAP si pridržuje pravico do izdaje posameznih različic programske opreme RCS ali njene Dokumentacije v dodatnih jezikih. SAP ni dolžan prenesti nobene funkcije, licencirane s to pogodbo, v SAP-jevo standardno programsko opremo niti ni dolžan zagotoviti združljivosti RCS z novimi izdajami ali različicami Osnovne programske opreme.

Exhibit 4 - Pass Through Terms for Third Party Databases
Dodatek 4 - Pogoji za posredovanje za baze podatkov tretjih oseb

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.
SAP lahko dobavi SAP-jevo programsko opremo, ki vsebuje bazo podatkov, pri čemer končni uporabnik ni upravičen do uporabe baze podatkov, razen če od dobavitelja baze podatkov ali njegovega pooblaščenega distributerja ni pridobil predpisanega števila licenc. Takšne dobave se sporočijo dobavitelju baze podatkov.

Conditions for the use of ORACLE® Database Software when licensed from SAP
Pogoji za uporabo programske opreme ORACLE® Database, ko jo licencira SAP

1. COPYRIGHT
AVTORSKE PRAVICE

1.1. The comprehensive copyright to Oracle software is the sole property of the Oracle Corporation, Redwood Shores, CA, USA.
Splošne avtorske pravice za Programsko opremo Oracle so izključna lastnina podjetja Oracle Corporation, Redwood Shores, CA, USA.

1.2. Third party database applications for system administration, monitoring and management may directly access the Oracle database.
Aplikacije podatkovih baz tretje osebe za sistemsko administracijo, nadziranje in upravljanje imajo neposreden dostop do podatkovnih baz Oracle.

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.
Stranka sme uporabljati programsko opremo Oracle le v povezavi s SAP-jevo programsko opremo in le za namene lastne interne obdelave podatkov, ki vključuje dostop uporabnika tretje osebe, kot je na primer pogodbenik, prodajalec ali dobavitelj v dobavni verigi, stranka ali tretja oseba, ki jo stranka pooblasti. Stranka sme prilagoditi SAP-jevo programsko opremo ali ustvariti dodatne funkcije, nove aplikacije ali podpirati aplikacije podatkovnih baz tretje osebe, ki delujejo samo kot vmesnik (na primer: prek RFC, BAPI). Aplikacije baz podatkov tretje osebe, nove funkcije ali nove aplikacije, ki lahko neposredno dostopajo do podatkovne baze Oracle ali posredno dostopajo do podatkov, ki jih ta vsebuje, niso dovoljene.

1.4. The customer shall assign the Oracle software only to wholly owned or majority owned subsidiaries. Assignment to competitors of Oracle is prohibited.
Stranka sme programsko opremo Oracle dodeliti samo podružnicam, ki jih ima v popolni ali večinski lasti. Programsko opremo je prepovedano dodeliti konkurentom Oracla.

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.
Glede na svoje omejene pravice uporabe stranka ne sme spreminjati, dekompilirati ali izvajati obratnega inženiringa programske opreme Oracle, razen in v obsegu, eksplicitno dovoljenem z ustreznim zakonom.

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.
Programska oprema Oracle se lahko uporablja samo v državi ali državah, za katere je stranka pridobila licenco. S tem se stranka zavezuje, da bo upoštevala vse predpise gospodarske zbornice Združenih držav Amerike in ameriških pristojnih organov za izvoz.

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.
Uporaba programske opreme Oracle za načrtovanje, proizvodnjo, kontrolo ali nadzorovanje jedrskih elektrarn, zračnega prometa, sredstev masovnega transporta ali medicinske opreme ni dovoljena, razen če je ta uporaba omejena na komercialne ali popolnoma administrativne aplikacije.

1.8. The customer is not entitled to receive the source code for the Oracle software.
Stranka ni upravičena do izvorne kode za Programsko opremo Oracle.

2. OTHER CONDITIONS
DRUGI POGOJI

2.1. The publication of benchmark tests for the Oracle software is not permitted.
Objavljanje primerjalnih testov za Programsko opremo Oracle ni dovoljeno.

Conditions for the Use of the Microsoft SQL-Server Enterprise Edition
Pogoji za uporabo strežnika Microsoft SQL Server, Enterprise Edition

Conditions for the Use of the Microsoft SQL-Server when licensed by SAP
Pogoji za uporabo podatkovnega strežnika Microsoft SQL Server, če ga licencira 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.
POMEMBNO OPOZORILO: Ti "Pogoji za uporabo podatkovnega strežnika Microsoft SQL Server, če ga licencira SAP", veljajo za Microsoft SQL Server Enterprise Edition, različica 2014 (ali naslednje različice), ne le za nove imetnike licence, temveč tudi za vse predhodne imetnike licence za Microsoft SQL-Server Enterprise Edition, ki jim je katerikoli SAP-jev subjekt ali SAP-jev pooblaščeni posrednik podelil licenco v skladu s pogodbo.
For the purpose of this Section “**Integrated Application**” shall be defined as SAP software integrating the Microsoft SQL Server Database.
Za namene tega člena je "**Integrirana aplikacija**" opredeljena kot SAP-jeva programska oprema, v katero je integrirana baza podatkov strežnika Microsoft SQL Server.
The Microsoft SQL Server Database may contain the following software:
Baza podatkov Microsoft SQL Serverja lahko vključuje naslednjo programsko opremo:
“**Server Software**” provides services or functionality on your server (your computers capable of running the Server Software are “Servers”);
"**Strežniška programska oprema**" nudi storitve ali funkcionalnost v vašem strežniku (vaši računalniki, na katerih se lahko uporablja Strežniška programska oprema, so "Strežniki");

"**Client Software**" allows an electronic device ("**Device**") to access or utilize the Server Software.
"**Programska oprema za odjemalce**" dovoljuje elektronskim napravam ("**Naprava**") dostop do strežniške programske opreme ali njeno uporabo.

1. OVERVIEW
PREGLED

1.1. Software. The software includes
Programska oprema. Programska oprema vsebuje

- server software, and
strežniško programsko opremo in
- additional software that may only be used with the server software directly, or indirectly through other additional software.
dodatno programsko opremo, ki jo je mogoče uporabiti samo neposredno s strežniško programsko opremo ali posredno preko dodatne programske opreme.

1.2. License Model. The software is licensed by SAP based on the Unified Solution and the number of users of that Unified Solution.
Licenčni model. SAP licencira programsko opremo na podlagi Enotne rešitve in števila uporabnikov te Enotne rešitve.

1.3. Licensing Terminology.
Licenčna terminologija.

- 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.
Primerek. "Primerek" programske opreme lahko izdelate z izvedbo nastavitev programske opreme ali s postopkom namestitve. Primerek programske opreme izdelate tudi tako, da podvojite obstoječi primerek. Sklici na programsko opremo v tej pogodbi vključujejo "primerke" programske opreme.
- 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.
Zagon primerka. "Zagon primerka" programske opreme izvedete tako, da primerek naložite v pomnilnik in izvedete eno (1) ali več navodil zanj. Ko je primerek zagnan, velja, da se izvaja (ne glede na to, ali se navodila še naprej izvajajo ali ne), dokler ni odstranjen iz pomnilnika.
- Operating System Environment ("OSE"). An "operating system environment" or "OSE" is
Okolje operacijskega sistema ("OOS"). "Okolje operacijskega sistema" ali "OOS" je
    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
    celota ali del primerka operacijskega sistema oziroma celota ali del virtualnega (ali drugače emuliranega) primerka operacijskega sistema, ki zagotavlja ločeno identiteto naprave (primarno ime računalnika ali podoben enolični identifikator) ali ločene administrativne pravice, in
    ii. Instances of applications, if any, configured to run on the operating system instance or part identified above.
    Instance aplikacij, če obstajajo, konfigurirane za izvajanje na instanci operacijskega sistema ali prej določenih delih.

A physical hardware system can have either or both of the following:
Fizični sistem strojne opreme ima lahko eno ali oboje od naštetega:

- 1 physical operating system environment;
Eno (1) fizično okolje operacijskega sistema;
- 1 or more virtual operating system environments.
eno ali več virtualnih okolij operacijskega sistema.

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.
Fizično okolje operacijskega sistema je konfigurirano za izvajanje neposredno na fizičnem sistemu strojne opreme. Primerek operacijskega sistema, ki se uporablja za izvajanje programske opreme za virtualizacijo strojne opreme ali za zagotavljanje storitev virtualizacije strojne opreme (npr. Microsoftova virtualizacijska tehnologija ali podobne tehnologije), velja za del fizičnega okolja operacijskega sistema.
A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
Virtualno okolje operacijskega sistema je konfigurirano za izvajanje v virtualnem (ali drugače emuliranem) sistemu strojne opreme.

- **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.
Strežnik: "Strežnik" je fizični sistem strojne opreme z zmožnostjo izvajanja strežniške programske opreme. Particija ali rezina strojne opreme velja za ločen strežnik.
- **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.
Gruča strežnikov: "Gruča strežnikov" je katerokoli podatkovno središče ali skupina podatkovnih središč v vaši lasti in pod vašim dnevnim nadzorom delovanja.
- 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.
Enotna rešitev. "Enotna rešitev" pomeni programsko aplikacijo, ki ste jo licencirali pri SAP-ju in vključuje programsko opremo, licencirano po tej pogodbi, ter taki programski opremi doda bistveno in primarno funkcionalnost in lahko vključuje programsko opremo tretjih oseb, licencirano pri SAP-ju.

2. USE RIGHTS.
PRAVICE UPORABE.

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.

Vaše pravice uporabe programske opreme so določene v licenci, ki vam jo je podelil SAP za lastno uporabo Enotne rešitve na določenih lokacijah, za izvajanje lastnega internega poslovanja (vključno z varnostnimi kopijami in pasivno obnovo po izrednem dogodku) in za interno usposabljanje in testiranje takega internega poslovanja, dokler taka licenca ne poteče ali ni prekinjena.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
DODATNE LICENČNE ZAHTEVE IN/ALI PRAVICE UPORABE.

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:

Programska oprema z omejeno uporabo. Programska oprema je "Programska oprema za namensko uporabo", zato jo je dovoljeno uporabljati samo za izvajanje Enotne rešitve in le kot del Enotne rešitve. Programske opreme ni dovoljeno uporabljati:

i. to develop any new software applications;
za razvoj novih programskih aplikacij;

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
v povezavi z drugimi programskimi aplikacijami, bazami podatkov ali tabelami, ki niso vsebovane v Enotni rešitvi; in/ali

iii. as a standalone software application.
kot samostojno programsko aplikacijo.

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.

To določilo pa vam ne prepoveduje uporabe orodja za izvajanje poizvedb ali poročil iz obstoječih tabel. V pojasnilo: orodja, ki so na voljo kot del Enotne rešitve, lahko med nastavitvijo in/ali prilagoditvijo Enotne rešitve uporabljate za ustvarjanje novih tabel, dokler se take tabele uporabljajo le z in/ali kot del same Enotne rešitve.

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.

Predmet poročila na zemljevidu storitev poročanja za SQL Server. Power View in Predmet na zemljevidu storitev poročanja za SQL vključujeta uporabo storitve Bing Maps. Vsebino, ki je na voljo prek storitve Bing Maps, vključno z geokodami, lahko uporabljate le znotraj Power Viewja in Predmeta na zemljevidu storitev poročanja za SQL. Za vašo uporabo storitve Bing Maps veljajo pogoji o uporabi za končne uporabnike Bing Maps End User Terms of Use, ki so na voljo na naslovu go.microsoft.com/?linkid=9710837, in izjava o zasebnosti Bing Maps Privacy Statement, ki je na voljo na naslovu 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.

Uporaba Programske opreme v eni ali več Gručah strežnikov. Programsko opremo lahko uporabljate v strežnikih znotraj svoje strežniške farme ali v več strežniških farmah, dokler jo uporabljate le z in kot del Enotne rešitve.

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:

Zunanji izvajalec. S tretjo osebo lahko sklenete pogodbo o nudenju poslovnih storitev ali storitev podpore za vas, kar med drugim vključuje upravljanje omrežja, upravljanje aplikacij ali storitve upravljanja podatkovnega središča (vključno z delovanjem, vzdrževanjem in nadzorom strežniške strojne opreme v podatkovnem središču) ("Zunanji izvajalec") za namestitev ali organizacijo namestitve Enotne rešitve v strežnikih, ki so v lasti zunanjega izvajalca in jih ta vzdržuje in nadzira, pod pogojem, da:

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
vsa taka strežniška programska oprema, v kateri je bila nameščena Enotna rešitev, razen Microsoft Azure, je in v obdobju, ko je Enotna rešitev nameščena na taki strežniški programski opremi, ostane fizično namenjena vam in za vašo lastno uporabo; in

ii. you have entered into to a written agreement that protects the Unified Solutions and the software on commercially reasonable terms.
Sklenili ste pisno pogodbo, ki pod poslovno ustreznimi pogoji varuje Enotne rešitve in programsko opremo.

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.

V celoti ste odgovorni za vse svoje obveznosti iz te pogodbe, vključno glede nepooblaščene uporabe ali distribucije programske opreme, ki je posledica dejanja ali opustitve zunanjega izvajalca. Zunanji izvajalec mora pisno sprejeti pogoje te pogodbe. Zunanjemu izvajalcu lahko podelite dostop do programske opreme le za opravljanje poslovnih storitev in/ali storitev podpore (kar med drugim vključuje vzdrževanje programske opreme, posodabljanje s popravki, integracijo itd.) za vas, zunanji izvajalec pa ne sme dostopati do ali uporabljati programske opreme za drug namen.

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).
Virtualizacija. V vsakem strežniku, za katerega ste pridobili potrebne licence, lahko izvajate neomejeno število primerkov strežniške programske opreme v neomejenem številu fizičnih in/ali virtualnih OOS-jev, ne glede na to, ali so strežniki v vaši gruči strežnikov ali v strežnikih, ki so v lasti in jih upravlja zunanji izvajalec v skladu z zgornjim 3.4 členom.

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).
Strežnik za preklop ob izpadu. Pasivne primerke za preklop ob izpadu lahko ustvarite in vzdržujete kot začasno pomoč v ločenem OOS-ju v strežniku, ki ni vaš produkcijski strežnik, ne glede na to, ali je strežnik v vaši gruči strežnikov ali v strežniku, ki je v lasti zunanjega izvajalca in ga slednji upravlja v skladu z zgornjim 3.4 členom.

3.7. Microsoft Azure
Microsoft Azure

"**Qualified license**" means a valid support agreement to include Embedded Maintenance with SAP
"**Kvalificirana licenca**" pomeni veljavno pogodbo o podpori s SAP-jem za vključitev Vdelanega vzdrževanja.
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.
V skladu z veljavno pogodbo o podpori lahko Končni uporabnik s "Kvalificirano licenco" uporablja ustrezne deleže Podatkovnih storitev Microsoft Azure, navedenih v spodnji tabeli.

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.

Kvalificirana licenca	Podatkovna storitev Microsoft Azure	Razmerje med številom Kvalificiranih licenc za Azure in številom Jeder
SQL Server Enterprise	Navidezni računalniki SQL Server Enterprise	Pravica do uporabe programske opreme v skladu z licenco, ki vam jo podeli SAP, za uporabo Enotne rešitve.

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).
Končni uporabniki ne bodo plačali za uporabo navideznih računalnikov SQL Server Enterprise, plačati pa bodo morali ustrezne stroške računanja (tj. osnovno stopnjo), hrambe, izdelave varnostnih kopij ter vnos in izpis podatkov, povezane z uporabo storitev (kot je ustrezno).

4. THIRD PARTY NOTICES
OBVESTILA TRETJIH OSEB

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.
Programska oprema lahko vsebuje kodo tretje osebe, ki vam jo po pogojih te pogodbe licencira Microsoft, in ne tretja oseba. Morebitna obvestila za kakršnokoli kodo tretje osebe so samo informativna. Poleg tega vam skripte tretje osebe, s katerimi je ta programska oprema povezana, jih priklicuje ali se nanje sklicuje, licencirajo tretje osebe, lastnice take kode, in ne Microsoft; glejte pogoje ASP.NET Ajax CDN Terms of Use: www.asp.net/ajaxlibrary/CDN.

5. INTERNET-BASED SERVICES
SPLETNE STORITVE

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft s programsko opremo nudi spletne storitve. Te storitve lahko kadarkoli spremeni ali jih prekine.

6. BENCHMARK TESTING
PRIMERJALNI TESTI

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).
Predhodno morate pridobiti Microsoftovo pisno odobritev za razkritje rezultatov primerjalnih testov programske opreme tretji osebi. To pa ne velja za Microsoft .NET Framework (glejte spodaj).

7. .NET FRAMEWORK SOFTWARE
PROGRAMSKA OPREMA .NET FRAMEWORK

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.
Programska oprema vsebuje Microsoftovo programsko opremo .NET Framework. Ta programska oprema je del operacijskega sistema Windows. Licenčni pogoji za operacijski sistem Windows veljajo za vašo uporabo programske opreme .NET Framework.

8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING
PRIMERJALNI TESTI ZA MICROSOFT .NET FRAMEWORK

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.
Programska oprema vključuje eno (1) ali več komponent .NET Framework ("Komponente .NET"). Za te komponente lahko izvedete interne primerjalne teste. Rezultate vseh primerjalnih preizkusov za te komponente lahko razkrijete, če izpolnjujete pogoje, navedene na naslovu go.microsoft.com/fwlink/?LinkID=66406. Ne glede na vse druge dogovore, ki ste jih morda sklenili z Microsoftom, če razkrijete rezultate takega primerjalnega preizkusa, ima družba Microsoft pravico, da razkrije rezultate primerjalnih preizkusov, izvedenih za vaše produkte, konkurenčne ustrezni komponenti .NET, pod pogojem, da izpolnjuje iste pogoje, navedene na strani go.microsoft.com/fwlink/?LinkID=66406.

9. SCOPE OF LICENSE
OBSEG LICENCE

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
Kupili ste licenco za uporabo te programske opreme in ne same programske opreme. Če vam po veljavni zakonodaji ne pripada več pravic, si SAP in Microsoft pridržujeta vse druge pravice, ki niso izrecno podeljene s to pogodbo, in sicer implicitno, z izgubo pravice ali kako drugače. Pri tem morate izpolnjevati vse tehnične omejitve Programske opreme, ki vam dovoljujejo, da Programsko opremo uporabljate samo na določen način. Ni dovoljeno

- work around any technical limitations in the software;
  obiti nobenih tehničnih omejitev programske opreme;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  izvajati obratnega inženiringa, dekompilirati ali razstavljati programske opreme, razen in samo v dovoljenem obsegu, ki ga predvideva ustrezni zakon, ne glede na to omejitev;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  narediti več kopij programske opreme, kot je določeno v tej pogodbi ali kot dovoljuje ustrezen zakon kljub tej omejitvi
- publish the software, including any application programming interfaces included in the software, for others to copy;
  objaviti programske opreme, vključno z vsemi aplikacijskimi programskimi vmesniki, vključenimi v programsko opremo, da jo lahko drugi kopirajo;
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
  dajati v skupno rabo ali drugače distribuirati dokumentov, besedil ali slik, izdelanih s funkcijami programske opreme Data Mapping Services;
- rent, lease or lend the software; or
  najeti, dati v najem ali posoditi ali
- use the software for commercial software hosting services.
  uporabljati programske opreme za komercialne storitve gostovanja programske opreme.

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.
Prav tako ne smete odstraniti, pomanjšati, blokirati ali spremeniti logotipov, blagovnih znamk, avtorskih pravic, digitalnih vodnih žigov ali drugih oznak družbe Microsoft ali njenih dobaviteljev, vključenih v programsko opremo, vključno z vso vsebino, ki je na voljo prek programske opreme.
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.
Pravice za dostop do programske opreme na katerikoli napravi vam ne dajejo pravice do implementacije Microsoftovih patentov ali druge Microsoftove intelektualne lastnine v programski opremi ali napravah, ki dostopajo do te naprave.

10. BACKUP COPY
VARNOSTNA KOPIJA

You may make 1 backup copy of the software media. You may use it only to create instances of the software.
Naredite lahko eno (1)varnostno kopijo medija programske opreme. Uporabljate jo lahko samo za izdelavo primerkov programske opreme.

11. DOCUMENTATION
DOKUMENTACIJA

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
Katerakoli oseba, ki ima veljaven dostop do vašega računalnika ali internega omrežja, lahko kopira in uporablja dokumentacijo za vaše interne, referenčne namene.

12. NOT FOR RESALE SOFTWARE
PROGRAMSKA OPREMA, KI NI ZA NADALJNJO PRODAJO

You may not sell software marked as “NFR” or “Not for Resale.”
Programske opreme, označene z "NFR" ali "Ni za nadaljnjo prodajo", ne smete prodajati.

13. ACADEMIC EDITION SOFTWARE
PROGRAMSKA OPREMA ACADEMIC EDITION

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.
Za uporabo programske opreme, označene z "Academic Edition" ali "AE", morate biti uporabnik tipa "Qualified Educational User". Če ne veste, ali ste uporabnik tipa Qualified Educational User, obiščite stran www.microsoft.com/education ali se obrnite na Microsoftovo podružnico za vašo državo.

14. TRANSFER TO A THIRD PARTY
PRENOS NA TRETJO OSEBO

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.

Prvi uporabnik programske opreme lahko slednjo in to pogodbo prenese neposredno na drugega končnega uporabnika kot del prenosa integrirane aplikativne programske opreme na ključ ali zbirke aplikacij ("Enotna rešitev"), ki jo prejmete od ali v imenu SAP-ja izključno kot del Enotne rešitve. Pred prenosom mora ta končni uporabnik pristati, da ta pogodba velja za prenos in uporabo programske opreme. Prvi uporabnik ne sme zadržati nobenega primerka programske opreme, razen v primeru, da ta uporabnik obdrži tudi licenco za programsko opremo.

15. EXPORT RESTRICTIONS
IZVOZNE OMEJITVE

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.

Za programsko opremo veljajo izvozni zakoni in predpisi Združenih držav Amerike. Izpolnjevati morate vse domače in mednarodne izvozne zakone in predpise, ki veljajo za programsko opremo. Ti zakoni vključujejo omejitve glede destinacij, končnih uporabnikov in končne uporabe. Dodatne informacije najdete na spletni strani www.microsoft.com/exporting.

16. ENTIRE AGREEMENT
CELOTNA POGODBA

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

Ta pogodba in pogoji za dodatke, posodobitve in spletne storitve, ki jih uporabljate, predstavljajo celotno pogodbo za programsko opremo.

17. LEGAL EFFECT
PRAVNA VELJAVA

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.

Ta pogodba navaja določene pravno veljavne pravice. V skladu z zakoni svoje države imate morda drugačne pravice. Lahko imate tudi pravice v odnosu s SAP-jem, od katerega ste kupili programsko opremo. Ta pogodba ne spreminja vaših pravic v skladu z zakoni vaše države, če ti zakoni tega ne dovoljujejo.

18. NOT FAULT TOLERANT
NEODPORNO NA NAPAKE

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.

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19. NO WARRANTIES BY MICROSOFT
BREZ JAMSTEV MICROSOFTA

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.

STRINJATE SE, DA V PRIMERU, ČE STE PREJELI KAKRŠNAKOLI JAMSTVA V ZVEZI Z (A) PROGRAMSKO OPREMO OZIROMA (B) PROGRAMSKO APLIKACIJO ALI ZBIRKO APLIKACIJ, S KATERO STE KUPILI PROGRAMSKO OPREMO; TA JAMSTVA ZAGOTAVLJA SAMO SAP TER NE IZVIRAJO IZ MICROSOFTA IN ZANJ NISO ZAVEZUJOČA.

20. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES
BREZ ODGOVORNOSTI MICROSOFTA ZA USTREZNO ŠKODO

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21. FOR AUSTRALIA ONLY
LE ZA AVSTRALIJO

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.

V tem odstavku se "blago" nanaša na programsko opremo, za katero Microsoft nudi izrecno jamstvo. Naše blago ima garancijo, ki je po avstralski potrošniški zakonodaji ni mogoče izključiti. Upravičeni ste do zamenjave ali povračila denarnih sredstev v primeru težke okvare in do nadomestila za kakršnokoli razumno predvidljivo izgubo ali škodo. Upravičeni ste tudi do popravila ali zamenjave blaga, če njegova kakovost ni ustrezna in napaka ne velja za težko okvaro. Blago, poslano v popravilo, se lahko namesto zamenjave nadomesti z obnovljenim blagom iste vrste. Obnovljene dele je mogoče uporabiti za popravilo blaga.

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Microsoft, SQL Server in Windows so registrirane blagovne znamke družbe Microsoft Corporation v Združenih državah Amerike in/ali drugih državah.

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Pogoji za uporabo podatkovnega strežnika Microsoft SQL Server, če ga predhodno licencira Microsoft ali Microsoftov distributer

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.

SAP-jeva programska oprema, ki vsebuje izvod podatkovnega strežnika Microsoft SQL Server, ki je bil integriran ali nameščen kot komponenta te SAP-jeve programske opreme. Vsi Microsoftovi produkti so predmet pogojev Microsoftove licenčne pogodbe s končnimi uporabniki, ki je vključena v paket programske opreme ali licenčne pogodbe za Microsoft SQL Server. Ugovor k temu je, da se funkcionalnost Microsoftovega produkta kot integriranega dela SAP-jeve rešitve lahko razlikuje od funkcionalnosti neintegriranega Microsoftovega produkta. Vse poizvedbe v zvezi s funkcionalnostjo ali delovanjem SAP-jeve rešitve z Microsoftovimi produkti se zato naslovijo na SAP in ne na Microsoft. SAP-jev produkt ne vsebuje licence za integriran Microsoftov produkt. Zato niste upravičeni do uporabe izvoda Microsoft SQL Server, vsebovanega v tem produktu, in ne boste prejeli licence za takšno uporabo, razen če ste pridobili ali imate kako drugače na razpolago enako število licenc za odjemalca/strežnik kot uporabniških licenc, pridobljenih za SAP-jevo programsko opremo. S sklenitvijo te pogodbe s SAP-jem zagotavljate in jamčite, da ste predhodno pridobili Microsoftovo licenco za končne uporabnike SQL Serverja in sklenili ustrezno licenčno pogodbo.

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.

Če SAP dobavi posodobljeno različico SAP-jeve programske opreme, ki vsebuje posodobljeno različico integriranega Microsoftovega produkta, končni uporabnik ni upravičen do uporabe posodobljene različice Microsoftovega produkta, razen če pridobi predpisano število licenc za odjemalca/strežnik s strani pooblaščenega Microsoftovega distributerja.

Conditions for Use of Third Party Databases with SAP Business One Software

Pogoji za uporabo baz podatkov tretjih oseb s Programsko opremo SAP Business One

Deployment of SQL Server 2012 and newer:

Postavitev SQL Server 2012 ali novejše različice:

a) Outsourcing Company.
Zunanji izvajalec.

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:

S tretjo osebo lahko sklenete pogodbo o nudenju poslovnih storitev ali storitev podpore za vas, kar med drugim vključuje upravljanje omrežja, upravljanje aplikacij ali storitve upravljanja podatkovnega središča (vključno z delovanjem, vzdrževanjem in nadzorom strežniške strojne opreme v podatkovnem središču) ("Zunanji izvajalec") za namestitev ali organizacijo namestitve Enotne rešitve v strežnikih, ki so v lasti zunanjega izvajalca in jih ta vzdržuje in nadzira, pod naslednjimi pogoji:

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
Vsa taka strežniška strojna oprema, v kateri je bila nameščena Enotna rešitev, razen Microsoft Azure, je in ostane v obdobju namestitve Enotne rešitve v taki strežniški strojni opremi fizično namenjena vam in za vašo lastno uporabo; ter

ii. you have entered into to a written agreement that protects the Unified Solutions and the software on commercially reasonable terms.
Sklenili ste pisno pogodbo, ki pod poslovno ustreznimi pogoji varuje Enotne rešitve in programsko opremo.

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.
V celoti ste odgovorni za vse svoje obveznosti iz te pogodbe, vključno glede nepooblaščene uporabe ali distribucije programske opreme, ki je posledica dejanja ali opustitve zunanjega izvajalca. Zunanji izvajalec mora pisno sprejeti pogoje te pogodbe. Zunanjemu izvajalcu lahko podelite dostop do programske opreme le za opravljanje poslovnih storitev in/ali storitev podpore (kar med drugim vključuje vzdrževanje programske opreme, posodabljanje s popravki, integracijo itd.) za vas, zunanji izvajalec pa ne sme dostopati do ali uporabljati programske opreme za drug namen.

b) Microsoft Azure
Microsoft Azure

"**Qualified license**" means a valid support agreement to include Embedded Maintenance with SAP.
"**Kvalificirana licenca**" pomeni veljavno pogodbo o podpori s SAP-jem za vključitev Vdelanega vzdrževanja.
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.
V skladu z veljavno pogodbo o podpori lahko Končni uporabnik s "Kvalificirano licenco" uporablja ustrezne deleže Podatkovnih storitev Microsoft Azure, navedenih v spodnji tabeli.
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.
Če želi Končni uporabnik uporabljati storitev Azure Hybrid Benefit for SQL Server za porabo dveh ali več Podatkovnih storitev Microsoft Azure, je treba za vsako storitev podeliti eno ali več Licenc.

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.

Kvalificirana licenca	Podatkovna storitev Microsoft Azure	Razmerje med številom Kvalificiranih licenc za Azure in številom Jeder
SQL Server Standard	Navidezni računalniki SQL Server Standard	Pravica do uporabe programske opreme v skladu z licenco, ki vam jo podeli SAP, za uporabo Enotne rešitve.

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.
Končni uporabniki ne bodo plačali za uporabo Podatkovne storitve Microsoft Azure, plačati pa bodo morali ustrezne stroške računanja (tj. osnovno stopnjo), hrambe, izdelave varnostnih kopij ter vnos in izpis podatkov, povezana z uporabo storitev (kot je ustrezno). Končni uporabniki lahko dopolnijo delovne obremenitve, ki se izvajajo v okviru storitve Azure Hybrid Benefit for SQL Server, s storitvami Azure z omejenim prenosom podatkov.
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.
Končni uporabnik lahko le enkrat podeli Licenco za storitev Azure Hybrid Benefit for SQL Server in hkrati podeli to Licenco tudi za Strežnik, namenjen njeni uporabi, za največ 180 dni, da Končnemu uporabniku omogoči migracijo delovnih obremenitev v storitev 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.
Končni uporabnik lahko predodeli Licence, dodeljene za uporabo s storitvijo Azure Hybrid Benefit for SQL Server, za Strežnik, namenjen Končnemu uporabniku, če ostanejo Licencedodeljene za uporabo v skladu s to ugodnostjo za vsaj 90 dni po migraciji delovnih obremenitev.
Fail-over Rights
Pravice za preklop ob izpadu
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.
Pri podelitvi Licenc za SQL Server za uporabo z Navideznimi računalniki SQL Server v storitvi Azure Hybrid Benefit for SQL Server lahko Končni uporabniki izvajajo v storitvi Microsoft Azure tudi pasivne Primerke za preklop ob izpadu, če pričakujejo preklop ob izpadu. Število licenc, ki bi bile sicer potrebne za izvajanje pasivnih primerkov za preklop ob izpadu, ne sme presegati števila Licenc, potrebnih za izvajanje ustreznega Navideznega računalnika SQL Server v storitvi Azure Hybrid Benefit for SQL Server.

Conditions for the Use of Microsoft® SQL Server™ 2017, Standard Edition (Core-based Runtime and Server CAL Runtime) Software
Pogoji za uporabo programske opreme Microsoft® SQL Server™ 2017, standardna izdaja (na podlagi števila jeder in na podlagi strežniške licence CAL)

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.
POMEMBNO OPOZORILO: Ti "Pogoji za uporabo programske opreme Microsoft SQL Server 2017, Standard Edition" veljajo za Microsoft SQL Server Standard Edition, različica 2017 (ali naslednje različice), ne le za nove imetnike licence, temveč tudi za vse predhodne imetnike licence za Microsoft SQL-Server Standard Edition, ki jim je katerikoli SAP-jev subjekt ali SAP-jev pooblaščeni posrednik podelil licenco v skladu s pogodbo.

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
Ti licenčni pogoji so pogodba med izdajateljem licence programske aplikacije ali zbirke aplikacij, pri katerem ste kupili Microsoftovo programsko opremo ("Izdajatelj licence"), in vami. Preberite jih. Veljajo za prej navedeno programsko opremo, ki vključuje medij, na katerem ste jo prejeli, če ta obstaja. Pogoji veljajo tudi za kakršnekoli Microsoftove

- updates,
  posodobitve,
- supplements, and
  dodatke in
- Internet-based services
  spletne storitve

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.
za to programsko opremo, razen če so jim priloženi drugi pogoji. V tem primeru veljajo ti pogoji. Družba Microsoft ali ena od njenih podružnic (skupaj "**Microsoft**") je podelila licenco za programsko opremo Izdajatelju licence.
IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.
ČE IZPOLNJUJETE TE LICENČNE POGOJE, IMATE SPODAJ NAVEDENE PRAVICE ZA VSAK STREŽNIK, ZA KATEREGA IMATE USTREZNO LICENCO.

1. OVERVIEW.
PREGLED.

1.1. **Software**: The software includes
Programska oprema: Programska oprema vključuje

- server software, and
  strežniško programsko opremo in
- additional software that may only be used with the server software directly, or indirectly through other additional software.
  dodatno programsko opremo, ki jo je mogoče uporabiti samo neposredno s strežniško programsko opremo ali posredno preko dodatne programske opreme.

1.2. **License Model**: The software is licensed based on either the:
Licenčni model: Programska oprema je licencirana na podlagi možnosti:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
  Licenčni model za jedro – število fizičnih in/ali virtualnih jeder v strežniku ali
- **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.
  Strežnik + Odjemalec – število okolij operacijskih sistemov (OOS), v katerih se izvaja strežniška programska oprema, ter število naprav in uporabnikov, ki dostopajo do primerkov strežniške programske opreme.

1.3. **Licensing Terminology**
Licenčna terminologija

- 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.
  Primerek. "Primerek" programske opreme izdelate z izvedbo nastavitev programske opreme ali s postopkom namestitve. Primerek programske opreme izdelate tudi tako, da podvojite obstoječi primerek. Sklici na programsko opremo v tej pogodbi vključujejo "primerke" programske opreme.
- 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.
  Zagon primerka. "Zagon primerka" programske opreme izvedete tako, da primerek naložite v pomnilnik in izvedete eno ali več navodil zanj. Ko je primerek zagnan, velja, da se izvaja (ne glede na to, ali se navodila še naprej izvajajo ali ne), dokler ni odstranjen iz pomnilnika.
- Operating System Environment ("**OSE**"). An "operating system environment" or "OSE" is
  Okolje operacijskega sistema ("**OOS**"). "Okolje operacijskega sistema" ali "OOS" je
  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
     celota ali del primerka operacijskega sistema oziroma celota ali del virtualnega (ali drugače emuliranega) primerka operacijskega sistema, ki zagotavlja ločeno identiteto naprave (primarno ime računalnika ali podoben enolični identifikator) ali ločene administrativne pravice, in
  ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.
     instance ali aplikacije, če obstajajo, konfigurirane za izvajanje na instanci operacijskega sistema ali prej določenih delih.

A physical hardware system can have either or both of the following:
Fizični sistem strojne opreme ima lahko eno ali oboje od naštetega:

- one physical operating system environment;
  eno fizično okolje operacijskega sistema;
- one or more virtual operating system environments.
  eno ali več virtualnih okolij operacijskega sistema.

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.
Fizično okolje operacijskega sistema je konfigurirano za izvajanje neposredno na fizičnem sistemu strojne opreme. Primerek operacijskega sistema, ki se uporablja za izvajanje programske opreme za virtualizacijo strojne opreme ali za zagotavljanje storitev virtualizacije strojne opreme (npr. Microsoftova virtualizacijska tehnologija ali podobne tehnologije), velja za del fizičnega okolja operacijskega sistema.
A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
Virtualno okolje operacijskega sistema je konfigurirano za izvajanje v virtualnem (ali drugače emuliranem) sistemu strojne opreme.

- **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.
  Strežnik: Strežnik je fizični sistem strojne opreme z zmožnostjo izvajanja strežniške programske opreme. Particija ali rezina strojne opreme je ločen fizični sistem strojne opreme.
- **Physical Core**: A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
  Fizično jedro: Fizično jedro je jedro v fizičnem procesorju. Fizični procesor je sestavljen iz enega ali več fizičnih jeder.
- **Hardware Thread**: A hardware thread is either a physical core or a hyper-thread in a physical processor.
  Nit strojne opreme: Nit strojne opreme je fizično jedro ali hipernit v fizičnem procesorju.
- **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.
  Virtualno jedro: Virtualno jedro je enota procesorske moči v virtualnem (ali drugače emuliranem) sistemu strojne opreme. Virtualno jedro je virtualna oblika ene ali več niti strojne opreme. Virtualni OOS-ji uporabljajo eno ali več virtualnih jeder.
- **Assigning a License**: To assign a license is to designate that license to a server, device or user as indicated below.
  Dodelitev licence: Dodelitev licence pomeni dodelitev te licence strežniku, napravi ali uporabniku, kot je navedeno spodaj.

2. USE RIGHTS FOR CORE LICENSE MODEL.
PRAVICE UPORABE ZA LICENČNI MODEL ZA JEDRO.

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.
Licenciranje strežnika: Pred zagonom primerkov strežniške programske opreme na strežniku morate določiti potrebno število licenc za programsko opremo in te licence dodeliti temu strežniku, kot je opisano v nadaljevanju.

2.2. **Determining the Number of Licenses Required**: You have two license options:
Določitev števila potrebnih licenc: Obstajata dve možnosti licenc:

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.
Fizična jedra v strežniku. Licenciranje je mogoče na podlagi vseh fizičnih jeder v strežniku. Če izberete to možnost, je število zahtevanih licenc enako številu fizičnih jeder v strežniku, pri tem pa so potrebne vsaj štiri licence za en procesor.

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.
Posamezni virtualni OOS. Licenciranje je mogoče na podlagi virtualnih OOS-jev znotraj strežnika, v katerem se izvaja strežniška programska oprema. Če izberete to možnost, potrebujete za vsak virtualni OOS, v katerem se izvaja strežniška programska oprema, število licenc, enako številu virtualnih jeder v virtualnem OOS, z minimalno zahtevanimi štirimi licencami na virtualni OOS. Poleg tega potrebujete licenco za vsako dodatno nit strojne opreme, preslikano v to virtualno jedro, če je katerokoli od teh virtualnih jeder kadarkoli preslikano v več kot eno nit strojne opreme. Te licence štejejo k minimalno zahtevanim štirim licencam na virtualni OOS.

2.3. Assigning the Required Number of Licenses to the Server.
Dodelitev zahtevanega števila licenc strežniku.

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.
Začetna dodelitev. Potem ko ugotovite število licenc za programsko opremo, zahtevanih za strežnik, morate to število licenc dodeliti temu strežniku. Strežnik, ki mu je dodeljena licenca, velja za "licencirani strežnik" za tako licenco. Licence ne smete dodeliti več kot enemu strežniku. Particija ali rezina strojne opreme velja za ločen strežnik.

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.
Sprememba dodelitve. Dodelitev licence lahko spremenite, vendar ne prej kot 90 dni po zadnji dodelitvi. Dodelitev licence lahko spremenite prej, če licencirani strežnik umaknete zaradi trajne okvare strojne opreme. Če dodelitev licence spremenite, bo strežnik, kateremu boste na novo dodelili licenco, postal novi licencirani strežnik za to licenco.

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:
Izvajanje primerkov strežniške programske opreme. Vaša pravica za zagon primerkov strežniške programske opreme je odvisna od izbrane možnosti za ugotavljanje števila zahtevanih licenc za programsko opremo:

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.
Fizična jedra v strežniku. Za vsak strežnik, ki ste mu dodelili zahtevano število licenc, kot je navedeno v 2.2(a) členu, lahko v licenciranem strežniku izvajate poljubno število primerkov strežniške programske opreme v fizičnem OOS.

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.
Posamezni virtualni OOS-ji. Za vsak virtualni OOS, ki ste mu dodelili zahtevano število licenc, kot je navedeno v 2.2(b) členu, lahko v tem virtualnem OOS izvajate poljubno število instanc programske opreme.

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.
Izvajanje primerkov dodatne programske opreme. Izvajate ali kako drugače lahko uporabljate kakršnokoli število primerkov spodaj navedene dodatne programske opreme, v fizičnih ali virtualnih okoljih operacijskega sistema na poljubnem številu naprav, dokler se dodatna programska oprema uporablja samo v povezavi z integrirano aplikativno programsko opremo na ključ ali z zbirko aplikacij ("Enotna rešitev"), ki jo dobavi Izdajatelj licence ali kdo drug v njegovem imenu. Dodatno programsko opremo lahko uporabljate samo neposredno ali posredno s strežniško programsko opremo prek druge dodatne programske opreme.

- Documentation Components
  Komponente dokumentacije
- Data Quality Client
  Odjemalec Data Quality
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  SDK za povezljivost odjemalca
- Client Quality Connectivity
  Povezljivost kakovosti odjemalca
- Client Tools SDK
  SDK orodij odjemalca
- Client Tools Backwards Compatibility
  Povratna združljivost orodij odjemalca
- Client Tools Connectivity
  Povezljivost orodij odjemalca
- Distributed Replay Client
  Distribuirani odjemalec za ponovno predvajanje
- Distributed Replay Controller
  Distribuirani krmilnik za vnovično predvajanje

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.
Izdelava in shranjevanje primerkov na vaših strežnikih ali pomnilnih medijih. V nadaljevanju so navedene dodatne pravice, ki jih imate za vsako kupljeno licenco za programsko opremo.

a) You may create any number of instances of the server software and additional software.
Izdelate lahko poljubno število primerkov strežniške programske opreme in dodatne programske opreme.

b) You may store instances of the server software and additional software on any of your servers or storage media.
Primerke strežniške programske opreme in dodatne programske opreme lahko shranite na kateremkoli svojem strežniku ali pomnilnem mediju.

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).
Primerke strežniške programske opreme in dodatne programske opreme lahko izdelujete ali shranjujete izključno za uresničevanje svojih pravic za izvajanje primerkov strežniške programske opreme v okviru katerekoli svoje licence za programsko opremo, kot je opisano (npr. primerkov ne smete distribuirati tretjim osebam).

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.
Licence za dostop odjemalca (licence CAL) niso potrebne za dostop. Po tem licenčnem modelu za jedro za dostopanje do lastnih primerkov strežniške programske opreme ne potrebujete licenc CAL za druge naprave.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL
PRAVICE UPORABE ZA LICENČNI MODEL ZA DOSTOP STREŽNIK + ODJEMALEC

3.1. 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:
Programska oprema z omejeno uporabo. Programska oprema je programska oprema za "omejeno namensko uporabo", zato jo je dovoljeno uporabljati le za izvajanje integrirane aplikativne programske opreme na ključ ali zbirke aplikacij, ki vam jih dobavi Izdajatelj licence oz. kdo drug v njegovem imenu ("Enotna rešitev"), izključno kot del Enotne rešitve. Programske opreme ni dovoljeno uporabljati:

i. to develop any new software applications;
za razvoj novih programskih aplikacij;

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
v povezavi z drugimi programskimi aplikacijami, bazami podatkov ali tabelami, ki niso vsebovane v Enotni rešitvi; in/ali

iii. as a standalone software application.
kot samostojno programsko aplikacijo.

The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.
To določilo pa vam ne prepoveduje uporabe orodja za izvajanje poizvedb ali poročil iz obstoječih tabel.

3.2. Assigning the License to the Server.
Dodeljevanje licence strežniku.

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.
Začetna dodelitev. Pred izvajanjem kateregakoli primerka strežniške programske opreme z licenco za programsko opremo morate to licenco dodeliti enemu izmed svojih strežnikov. Ta strežnik je "licencirani strežnik" za to licenco. Iste licence ne morete dodeliti več kot enemu strežniku, lahko pa dodelite druge licence za programsko opremo istemu strežniku. Particija ali rezina strojne opreme velja za ločen strežnik.

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.
Sprememba dodelitve. Dodelitev licence za programsko opremo lahko spremenite, vendar ne prej kot 90 dni po zadnji dodelitvi. Dodelitev licence za programsko opremo lahko spremenite tudi prej, če licencirani strežnik umaknete zaradi trajne odpovedi strojne opreme. Če dodelitev licence spremenite, bo strežnik, kateremu boste na novo dodelili licenco, postal novi licencirani strežnik za to licenco.

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.
Izvajanje primerkov strežniške programske opreme: Za vsako licenco za programsko opremo, ki jo dodelite strežniku, lahko hkrati izvajate poljubno število primerkov strežniške programske opreme v enem fizičnem ali virtualnem OOS v licenciranem strežniku.

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.
Izvajanje primerkov Dodatne programske opreme: Lahko izvajate ali kako drugače uporabljate kakršnokoli število primerkov spodaj navedene dodatne programske opreme, v fizičnih ali virtualnih okoljih operacijskega sistema na poljubnem številu naprav, če se dodatna programska oprema uporablja samo v povezavi z integrirano aplikativno programsko opremo na ključ ali z zbirko aplikacij ("Enotna rešitev"), ki jo dobavi Izdajatelj licence ali kdo drug v njegovem imenu. Dodatno programsko opremo lahko uporabljate samo neposredno ali posredno s strežniško programsko opremo prek druge dodatne programske opreme.

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  Distribuirani odjemalec za ponovno predvajanje
- Distributed Replay Controller
  Distribuirani krmilnik za vnovično predvajanje

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.
Izdelava in shranjevanje primerkov na vaših strežnikih ali pomnilnih medijih. V nadaljevanju so navedene dodatne pravice, ki jih imate za vsako kupljeno licenco za programsko opremo.

a) You may create any number of instances of the server software and additional software.
Izdelate lahko poljubno število primerkov strežniške programske opreme in dodatne programske opreme.

b) You may store instances of the server software and additional software on any of your servers or storage media.
Primerke strežniške programske opreme in dodatne programske opreme lahko shranite na kateremkoli svojem strežniku ali pomnilnem mediju.

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).
Primerke strežniške programske opreme in dodatne programske opreme lahko izdelujete ali shranjujete izključno za uresničevanje svojih pravic za izvajanje primerkov strežniške programske opreme v okviru katerekoli svoje licence za programsko opremo, kot je opisano (npr. primerkov ne smete distribuirati tretjim osebam).

3.6. **Client Access Licenses** (**CALs**).
Licence za dostop odjemalca (**licence CAL**).

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.
Začetna dodelitev licenc CAL. Za vsako napravo ali uporabnika, ki dostopa do vaših primerkov strežniške programske opreme neposredno ali posredno, morate pridobiti in dodeliti licenco SQL Server 2017 CAL. Particija ali rezina strojne opreme velja za ločeno napravo.

- You do not need CALs for any of your servers licensed to run instances of the server software.
  Licenc CAL ne potrebujete za nobenega od svojih strežnikov, licenciranih za izvajanje instanc strežniške programske opreme.
- 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.
  Licenc CAL ne potrebujete za do dve napravi ali dva uporabnika, ki dostopata do vaših primerkov strežniške programske opreme samo z namenom upravljanja teh primerkov.
- 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.
  Vaše licence CAL dovolijo dostop do vaših primerkov starejših različic, vendar ne novejših od strežniške programske opreme. Če dostopate do primerkov starejše različice, lahko uporabite tudi licence CAL, ki ustrezajo tej različici.

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.
Tipi licenc CAL. Obstajata dva tipa licenc CAL: eden je za naprave, drug pa za uporabnike. Vsaka licenca CAL za napravo dovoli eni napravi, ki jo uporablja katerikoli uporabnik, da dostopa do primerkov strežniške programske opreme na vaših licenciranih strežnikih. Vsaka licenca CAL za uporabnika dovoli enemu uporabniku, ki uporablja katerokoli napravo, da dostopa do primerkov strežniške programske opreme na vaših licenciranih strežnikih. Uporabite lahko kombinacijo licenc CAL za naprave in uporabnike.

c) Reassignment of CALs. You may:
Sprememba dodelitev licenc CAL. Dovoljeno je:

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- dodelitev licence CAL za naprave lahko trajno spremenite z ene naprave drugi, ali licenco CAL svojega uporabnika dodelite drugemu uporabniku; ali
- 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.
- začasno prerazporedite svojo licenco CAL za naprave nadomestni napravi, kadar prva naprava ne deluje, oziroma svojo licenco CAL za uporabnika začasnemu delavcu v času odsotnosti uporabnika.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
DODATNE LICENČNE ZAHTEVE IN/ALI PRAVICE UPORABE.

4.1. **SQL Server Platform Selection**: SQL Server Licenses are platform agnostic, and permit deployment and use on Windows or Linux platforms.
Izbira platforme SQL Server: Licence za SQL Server niso odvisne od platforme in omogočajo postavitev in uporabo na platformah s sistemi Windows ali Linux.

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.
Druge različice in izdaje: Namesto dovoljenega primerka lahko ustvarite, shranite in uporabljate primerek starejše različice, starejše izdaje ali starejše različice starejše izdaje.

- 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.
  Ta pogodba ureja vašo uporabo teh drugih različic in izdaj na ta način. Če starejša različica ali izdaja vključuje komponente, ki jih ta pogodba ne zajema, lahko za njihovo uporabo veljajo s temi komponentami povezani pogoji starejše različice ali izdaje. Microsoftu ni treba dobaviti prejšnjih ali drugih različic ali izdaj programske opreme.
- 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.
  Programska oprema lahko vključuje več kot eno različico, npr. 32-bitno in 64-bitno. Za vsak primerek programske opreme, ki ga smete ustvariti, hraniti in izvajati, lahko uporabite katerokoli različico.

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.
Največje število primerkov: Programska oprema ali vaša strojna oprema lahko omejuje število primerkov strežniške programske opreme, ki jih lahko izvajate v fizičnih ali virtualnih OOS-jih na strežniku.

4.4. **Multiplexing**: Hardware or software you use to
Multipleksiranje: Strojna ali programska oprema, ki jo uporabljate za

- pool connections,
  zbiranje povezav,
- reroute information, or
  preusmerjanje informacije in
- 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.
  zmanjšanje števila naprav ali uporabnikov, ki neposredno dostopajo do ali uporabljajo programsko opremo (včasih poimenovano "multipleksiranje" ali "zbiranje"), ne zmanjša števila primerkov nobene vrste, ki jih potrebujete.

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.
Brez Ločevanja strežniške programske opreme: Strežniške programske opreme ne smete ločevati za uporabo v več kot enem OOS z enim primerkom, razen če je to izrecno dovoljeno. To velja tudi, če so OOS-ji v istem fizičnem sistemu strojne opreme.

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.

Predmet poročila zemljevida storitev poročanja za SQL Server: Predmet zemljevida storitev poročanja vključuje uporabo storitve Bing Maps. Vsebino, ki je na voljo prek storitve Bing Maps, vključno z geokodami, lahko uporabljate le znotraj Predmeta na zemljevidu storitev poročanja. Za vašo uporabo storitve Bing Maps veljajo pogoji o uporabi za končne uporabnike Bing Maps End User Terms of Use, ki so na voljo na naslovu http://go.microsoft.com/?linkid=9710837 , in izjava o zasebnosti Bing Maps Privacy Statement, ki je na voljo na naslovu 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.

Vključeni Microsoftovi programi: Programska oprema vključuje druge Microsoftove programe, navedene na naslovu http://go.microsoft.com/fwlink/?LinkID=298186. Microsoft vam da te programe na voljo le kot pomoč, programi pa so licencirani in podprti v skladu z njihovimi ločenimi pogoji in politiko. Te programe smete uporabljati le v povezavi s tukaj licencirano programsko opremo. Če se ne strinjate z licenčnimi pogoji za te programe, jih ne uporabljajte.

5. THIRD PARTY NOTICES
OBVESTILA TRETJIH OSEB

The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.

Programska oprema lahko vključuje komponente tretjih oseb, ki vsebujejo ločena pravna obvestila oz. katere urejajo druge pogodbe, kot je lahko opisano v datoteki ThirdPartyNotices, ki je priložena programski opremi. Spodnja zavrnitev odgovornosti ter omejitve in izključitve škode veljajo, tudi če druge pogodbe urejajo take komponente.

6. PRODUCT KEYS
KLJUČI IZDELKA

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.

Za namestitev in dostop do programske opreme je potreben ključ. Za uporabo vam dodeljenih ključev ste odgovorni vi. Ključev ne smete deliti s tretjimi osebami. Ne smete uporabljati ključev, dodeljenih tretjim osebam.

7. INTERNET-BASED SERVICES
SPLETNE STORITVE

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

Microsoft s programsko opremo nudi spletne storitve. Te storitve lahko kadarkoli spremeni ali jih prekine.

8. BENCHMARK TESTING
PRIMERJALNI TESTI

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.

Predhodno morate pridobiti Microsoftovo pisno odobritev za razkritje rezultatov primerjalnih testov programske opreme tretji osebi.

9. .NET FRAMEWORK SOFTWARE
PROGRAMSKA OPREMA .NET FRAMEWORK

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.

Programska oprema vsebuje Microsoftovo programsko opremo .NET Framework. Ta programska oprema je del operacijskega sistema Windows. Licenčni pogoji za operacijski sistem Windows veljajo za vašo uporabo programske opreme .NET Framework.

10. CANADA
KANADA

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.

Če ne želite prejemati posodobitev, lahko izključite funkcijo samodejnih posodobitev ali dostop do interneta. Več informacij o izključitvi posodobitev za vašo specifično napravo ali programsko opremo najdete v dokumentaciji produkta.

11. SCOPE OF LICENSE
OBSEG LICENCE

The software is licensed, not sold. Unless applicable law gives you more rights, Licensor 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

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1. OVERVIEW.
PREGLED.

1.1. **Software**: The software includes
Programska oprema: Programska oprema vključuje

- server software, and
  strežniško programsko opremo in
- additional software that may only be used with the server software directly, or indirectly through other additional software.
  dodatno programsko opremo, ki jo je mogoče uporabiti samo neposredno s strežniško programsko opremo ali posredno preko dodatne programske opreme.

1.2. **License Model**: The software is licensed based on either the:
Licenčni model: Programska oprema je licencirana na podlagi možnosti:

- **Core License Model**: – the number of physical and/or virtual cores in the server; or
  Licenčni model za jedro – število fizičnih in/ali virtualnih jeder v strežniku ali
- **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.
  Strežnik + Odjemalec – število okolij operacijskih sistemov (OOS), v katerih se izvaja strežniška programska oprema, ter število naprav in uporabnikov, ki dostopajo do primerkov strežniške programske opreme.

1.3. **Licensing Terminology**
Licenčna terminologija

- **Instance**: You create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of thesoftware by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.
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- **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.
  Zagon primerka: "Zagon primerka" programske opreme izvedete tako, da primerek prenesete v pomnilnik in izvedete eno ali več navodil zanj. Ko je primerek zagnan, velja, da se izvaja (ne glede na to, ali se navodila še naprej izvajajo ali ne), dokler ni odstranjen iz pomnilnika.
- **Operating System Environment** (“**OSE**”): An “operating system environment” or “OSE” is
  Okolje operacijskega sistema ("**OOS**): "Okolje operacijskega sistema" ali "OOS" je
  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
  celotni primerek operacijskega sistema ali njegov del oziroma celotni virtualni (ali drugače emulirani) primerek operacijskega sistema ali njegov del, ki zagotavlja ločeno identiteto naprave (primarno ime računalnika ali podoben enolični identifikator) ali ločene administrativne pravice; in
  ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.
  instance ali aplikacije, če obstajajo, konfigurirane za izvajanje na instanci operacijskega sistema ali prej določenih delih.

A physical hardware system can have either or both of the following:
Fizični sistem strojne opreme ima lahko eno ali oboje od naštetega:

- one physical operating system environment;
  eno fizično okolje operacijskega sistema;
- one or more virtual operating system environments.
  eno ali več virtualnih okolij operacijskega sistema.

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.
Fizično okolje operacijskega sistema je konfigurirano za izvajanje neposredno na fizičnem sistemu strojne opreme. Primerek operacijskega sistema, ki se uporablja za izvajanje programske opreme za virtualizacijo strojne opreme ali za zagotavljanje storitev virtualizacije strojne opreme (npr. Microsoftova virtualizacijska tehnologija ali podobne tehnologije), velja za del fizičnega okolja operacijskega sistema.
A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
Virtualno okolje operacijskega sistema je konfigurirano za izvajanje v virtualnem (ali drugače emuliranem) sistemu strojne opreme.

- **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.
  Strežnik: Strežnik je fizični sistem strojne opreme z zmožnostjo izvajanja strežniške programske opreme. Particija ali rezina strojne opreme je ločen fizični sistem strojne opreme.
- **Physical Core**: A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
  Fizično jedro: Fizično jedro je jedro v fizičnem procesorju. Fizični procesor je sestavljen iz enega ali več fizičnih jeder.
- **Hardware Thread**: A hardware thread is either a physical core or a hyper-thread in a physical processor.
  Nit strojne opreme: Nit strojne opreme je fizično jedro ali hipernit v fizičnem procesorju.
- **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.
  Virtualno jedro: Virtualno jedro je enota procesorske moči v virtualnem (ali drugače emuliranem) sistemu strojne opreme. Virtualno jedro je virtualna oblika ene ali več niti strojne opreme. Virtualni OOS-ji uporabljajo eno ali več virtualnih jeder.
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  Dodelitev licence: Dodelitev licence pomeni dodelitev te licence strežniku, napravi ali uporabniku, kot je navedeno spodaj.
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2.2. **Determining the Number of Licenses Required**: You have two license options:
Določitev števila potrebnih licenc: Obstajata dve možnosti licenc:

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.
Fizična jedra v strežniku: Licenciranje je mogoče na podlagi vseh fizičnih jeder v strežniku. Če izberete to možnost, je število zahtevanih licenc enako številu fizičnih jeder v strežniku, pomnoženem z veljavnim faktorjem za jedra, na voljo na povezavi 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.
Posamezni virtualni OOS: Licenciranje je mogoče na podlagi virtualnih OOS-jev znotraj strežnika, v katerem se izvaja strežniška programska oprema. Če izberete to možnost, potrebujete za vsak virtualni OOS, v katerem se izvaja strežniška programska oprema, število licenc, enako številu virtualnih jeder v virtualnem OOS, z minimalno zahtevanimi štirimi licencami na virtualni OOS. Poleg tega potrebujete licenco za vsako dodatno nit strojne opreme, preslikano v to virtualno jedro, če je katerokoli od teh virtualnih jeder kadarkoli preslikano v več kot eno nit strojne opreme. Te licence štejejo k minimalno zahtevanim štirim licencam na virtualni OOS.

2.3. Assigning the Required Number of Licenses to the Server
Dodelitev zahtevanega števila licenc strežniku

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.
Začetna dodelitev: Ko določite število licenc za programsko opremo, zahtevanih za strežnik, morate to število licenc dodeliti temu strežniku. Strežnik, ki mu je dodeljena licenca, velja za "licencirani strežnik" za tako licenco. Licence ne smete dodeliti več kot enemu strežniku. Particija ali rezina strojne opreme velja za ločen strežnik.

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.
Predodelitev: Dodelitev licence lahko spremenite, vendar ne prej kot 90 dni po zadnji dodelitvi. Dodelitev licence lahko spremenite prej, če licencirani strežnik umaknete zaradi trajne okvare strojne opreme. Če dodelitev licence spremenite, bo strežnik, kateremu boste na novo dodelili licenco, postal novi licencirani strežnik za to licenco.

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:
Izvajanje primerkov na strežniški programski opremi: Vaša pravica za zagon primerkov strežniške programske opreme je odvisna od izbrane možnosti za ugotavljanje števila zahtevanih licenc za programsko opremo:

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.
Fizična jedra v strežniku: Za vsak strežnik, ki ste mu dodelili zahtevano število licenc, kot je navedeno v 2.2(a) členu, lahko v licenciranem strežniku izvajate poljubno število primerkov strežniške programske opreme v fizičnem OOS.

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.
Posamezni virtualni OOS-ji: Za vsak virtualni OOS, ki ste mu dodelili zahtevano število licenc, kot je navedeno v 2.2(b) členu, lahko v tem virtualnem OOS izvajate poljubno število primerkov programske opreme.

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.
Izvajanje primerkov dodatne programske opreme: Lahko izvajate ali kako drugače uporabljate poljubno število primerkov spodaj navedene dodatne programske opreme v fizičnih ali virtualnih OOS-jih na poljubnem številu naprav. Dodatno programsko opremo lahko uporabljate samo neposredno ali posredno s strežniško programsko opremo prek druge dodatne programske opreme.

- Client Tools Connectivity
Povezljivost orodij odjemalca
- Documentation Components
Komponente dokumentacije

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.
Ustvarjanje in shranjevanje primerkov v vašem strežniku ali pomnilnih medijih: Imate dodatne pravice, navedene spodaj, za vsako kupljeno licenco za programsko opremo.

a) You may create any number of instances of the server software and additional software.
Izdelate lahko poljubno število primerkov strežniške programske opreme in dodatne programske opreme.

b) You may store instances of the server software and additional software on any of your servers or storage media.
Primerke strežniške programske opreme in dodatne programske opreme lahko shranite na kateremkoli svojem strežniku ali pomnilnem mediju.

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).
Primerke strežniške programske opreme in dodatne programske opreme lahko izdelujete ali shranjujete izključno za uresničevanje svojih pravic za izvajanje primerkov strežniške programske opreme v okviru katerekoli svoje licence za programsko opremo, kot je opisano (npr. primerkov ne smete distribuirati tretjim osebam).

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.
Licence za dostop odjemalca (licence CAL) niso obvezne za dostop: Po tem licenčnem modelu za jedro za dostopanje do svojih primerkov strežniške programske opreme ne potrebujete licenc CAL za druge naprave.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL
PRAVICE UPORABE ZA LICENČNI MODEL ZA DOSTOP STREŽNIK + ODJEMALEC

3.1. **Assigning the License to the Server**
Dodeljevanje licence strežniku

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.
Začetna dodelitev: Pred izvajanjem kateregakoli primerka strežniške programske opreme z licenco za programsko opremo morate to licenco dodeliti enemu izmed strežnikov. Ta strežnik je "licencirani strežnik" za to licenco. Iste licence ne morete dodeliti več kot enemu strežniku, lahko pa dodelite druge licence za programsko opremo istemu strežniku. Particija ali rezina strojne opreme velja za ločen strežnik.

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.
Predodelitev: Dodelitev licence za programsko opremo lahko spremenite, vendar ne prej kot 90 dni po zadnji dodelitvi. Dodelitev licence za programsko opremo lahko spremenite tudi prej, če licencirani strežnik umaknete zaradi trajne odpovedi strojne opreme. Če dodelitev licence spremenite, bo strežnik, kateremu boste na novo dodelili licenco, postal novi licencirani strežnik za to licenco.

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.
Izvajanje primerkov strežniške programske opreme: Za vsako licenco za programsko opremo, ki jo dodelite strežniku, lahko hkrati izvajate poljubno število primerkov strežniške programske opreme v enem fizičnem ali virtualnem OOS v licenciranem strežniku.

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.
Izvajanje primerkov dodatne programske opreme: Lahko izvajate ali kako drugače uporabljate poljubno število primerkov spodaj navedene dodatne programske opreme v fizičnih ali virtualnih OOS-jih na poljubnem številu naprav. Dodatno programsko opremo lahko uporabljate samo neposredno ali posredno s strežniško programsko opremo prek druge dodatne programske opreme.

- Client Tools Connectivity
  Povezljivost orodij odjemalca
- Documentation Components
  Komponente dokumentacije

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.
Ustvarjanje in shranjevanje primerkov v vašem strežniku ali pomnilnih medijih: Imate dodatne pravice, navedene spodaj, za vsako kupljeno licenco za programsko opremo.

a) You may create any number of instances of the server software and additional software.
Izdelate lahko poljubno število primerkov strežniške programske opreme in dodatne programske opreme.

b) You may store instances of the server software and additional software on any of your servers or storage media.
Primerke strežniške programske opreme in dodatne programske opreme lahko shranite na kateremkoli svojem strežniku ali pomnilnem mediju.

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).
Primerke strežniške programske opreme in dodatne programske opreme lahko izdelujete ali shranjujete izključno za uresničevanje svojih pravic za izvajanje primerkov strežniške programske opreme v okviru katerekoli svoje licence za programsko opremo, kot je opisano (npr. primerkov ne smete distribuirati tretjim osebam).

3.5. Client Access Licenses (CALs)
Licence za dostop odjemalca (licence CAL)

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.
Začetna dodelitev licenc CAL: Za vsako napravo ali uporabnika, ki dostopa do vaših primerkov strežniške programske opreme neposredno ali posredno, morate pridobiti in dodeliti licenco CAL za SQL Server 2014. Particija ali rezina strojne opreme velja za ločeno napravo.

- You do not need CALs for any of your servers licensed to run instances of the server software.
  Licenc CAL ne potrebujete za nobenega od svojih strežnikov, licenciranih za izvajanje instanc strežniške programske opreme.
- 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.
  Licenc CAL ne potrebujete za do dve napravi ali dva uporabnika, ki dostopata do vaših primerkov strežniške programske opreme samo z namenom upravljanja teh primerkov.
- 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.
  Vaše licence CAL dovolijo dostop do vaših primerkov starejših različic, vendar ne novejših od strežniške programske opreme. Če dostopate do primerkov starejše različice, lahko uporabite tudi licence CAL, ki ustrezajo tej različici.

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.
Tipi licenc CAL: Obstajata dva tipa licenc CAL, eden za naprave in drug za uporabnike. Vsaka licenca CAL za napravo dovoli eni napravi, ki jo uporablja katerikoli uporabnik, da dostopa do primerkov strežniške programske opreme na vaših licenciranih strežnikih. Vsaka licenca CAL za uporabnika dovoli enemu uporabniku, ki uporablja katerokoli napravo, da dostopa do primerkov strežniške programske opreme na vaših licenciranih strežnikih. Uporabite lahko kombinacijo licenc CAL za naprave in uporabnike.

c) **Reassignment of CALs**: You may
Predodelitev licenc CAL: Dovoljeno je naslednje:

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
dodelitev licence CAL za naprave lahko trajno spremenite z ene naprave drugi, ali licenco CAL svojega uporabnika dodelite drugemu uporabniku; ali
- 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.
začasno prerazporedite svojo licenco CAL za naprave nadomestni napravi, kadar prva naprava ne deluje, oziroma svojo licenco CAL za uporabnika začasnemu delavcu v času odsotnosti uporabnika.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
DODATNE LICENČNE ZAHTEVE IN/ALI PRAVICE UPORABE

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.
Največje število primerkov: Programska oprema ali vaša strojna oprema lahko omejuje število primerkov strežniške programske opreme, ki jih lahko izvajate v fizičnih ali virtualnih OOS-jih na strežniku.

4.2. **Multiplexing**: Hardware or software you use to
Multipleksiranje: Strojna ali programska oprema, ki jo uporabljate za

- pool connections,
zbiranje povezav,
- reroute information, or
preusmerjanje informacije in
- reduce the number of devices or users that directly access or use the software
zmanjšanje števila naprav ali uporabnikov, ki neposredno dostopajo do ali uporabljajo programsko opremo

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
(včasih poimenovano "multipleksiranje" ali "zbiranje"), ne zmanjša števila licenc nobene vrste, ki jo potrebujete.

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.
Brez Ločevanja strežniške programske opreme: Strežniške programske opreme ne smete ločevati za uporabo v več kot enem OOS z enim primerkom, razen če je to izrecno dovoljeno. To velja tudi, če so OOS-ji v istem fizičnem sistemu strojne opreme.

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.
Predmet poročila zemljevida storitev poročanja za SQL Server: Predmeta zemljevida storitev poročanja Power View in SQL vključujeta uporabo storitve Bing Maps. Vsebino, ki je na voljo prek storitve Bing Maps, vključno z geokodami, lahko uporabljate le znotraj Power Viewja in Predmeta na zemljevidu storitev poročanja za SQL. Za vašo uporabo storitve Bing Maps veljajo pogoji o uporabi za končne uporabnike Bing Maps End User Terms of Use, ki so na voljo na naslovu go.microsoft.com/?linkid=9710837, in izjava o zasebnosti Bing Maps Privacy Statement, ki je na voljo na naslovu 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.
Vključeni Microsoftovi programi: Programska oprema vključuje druge Microsoftove programe, navedene na naslovu http://go.microsoft.com/fwlink/?LinkID=298186. Microsoft vam da te programe na voljo le kot pomoč, programi pa so licencirani in podprti v skladu z njihovimi ločenimi pogoji in politiko. Te programe smete uporabljati le v povezavi s tukaj licencirano programsko opremo. Če se ne strinjate z licenčnimi pogoji za te programe, jih ne uporabljajte.

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.
Programska oprema za namensko uporabo: Programska oprema je "Programska oprema za namensko uporabo", zato jo je dovoljeno uporabljati samo za izvajanje Enotne rešitve in le kot del Enotne rešitve. Programska oprema se ne sme uporabljati (i) za razvoj novih programskih aplikacij, (ii) v povezavi s kakršnimikoli programskimi aplikacijami, bazami podatkov ali tabelami, ki jih ne vsebuje Enotna rešitev, in/ali (iii) kot samostojna programska aplikacija. To določilo pa vam ne prepoveduje uporabe orodja za izvajanje poizvedb ali poročil iz obstoječih tabel. V pojasnilo: orodja, ki so na voljo kot del Enotne rešitve, lahko med nastavitvijo in/ali prilagoditvijo Enotne rešitve uporabljate za ustvarjanje novih tabel, dokler se take tabele uporabljajo le z in/ali kot del same Enotne rešitve.

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.
Uporaba programske opreme znotraj ene Gruče ali v več Gručah strežnikov: Programsko opremo lahko uporabljate v strežnikih znotraj ene gruče ali v več gručah strežnikov, če jo uporabljate le z Enotno rešitvijo in kot njen del.

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.
Zunanji izvajalec: Z Zunanjim izvajalcem lahko sklenete Pogodbo o nudenju poslovnih storitev ali storitev podpore, kar med drugim vključuje upravljanje omrežja, upravljanje aplikacij ali storitve upravljanja podatkovnega središča (vključno z delovanjem, vzdrževanjem in nadzorom strežniške strojne opreme v podatkovnem središču) ("Zunanji izvajalec"), za namestitev ali organizacijo namestitve Enotne rešitve v strežnikih, ki so v lasti zunanjega izvajalca in jih ta vzdržuje in nadzira, če (i) vsa taka strežniška programska oprema, v kateri je bila nameščena Enotna rešitev, je in neprekinjeno ostane fizično namenjena izvajanju Enotne rešitve v vašo korist in za vašo uporabo, in če (ii) ste sklenili pisno pogodbo, ki pod poslovno primernimi pogoji varuje Enotne rešitve in programsko opremo. V celoti ste odgovorni za vse svoje obveznosti iz te pogodbe, vključno glede nepooblaščene uporabe ali distribucije programske opreme, ki je posledica dejanja ali opustitve zunanjega izvajalca. Zunanji izvajalec mora pisno sprejeti pogoje te pogodbe. Zunanjemu izvajalcu lahko podelite dostop do programske opreme le za opravljanje poslovnih storitev in/ali storitev podpore (kar med drugim vključuje vzdrževanje programske opreme, posodabljanje s popravki, integracijo itd.) za vas, zunanji izvajalec pa ne sme dostopati do ali uporabljati programske opreme za drug namen.

5. THIRD PARTY NOTICES
OBVESTILA TRETJIH OSEB

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.
Programska oprema lahko vsebuje kodo tretje osebe, ki vam jo po pogojih te pogodbe licencira Microsoft, in ne tretja oseba. Morebitna obvestila za kakršnokoli kodo tretje osebe so samo informativna. Poleg tega vam skripte tretje osebe, s katerimi je ta programska oprema povezana, jih priklicuje ali se nanje sklicuje, licencirajo tretje osebe, ki so lastnice take kode, in ne Microsoft; glejte pogoje uporabe za ASP.NET Ajax CDN: www.asp.net/ajaxlibrary/CDN.ashx.

6. INTERNET-BASED SERVICES
SPLETNE STORITVE

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft s programsko opremo nudi spletne storitve. Te storitve lahko kadarkoli spremeni ali jih prekine.

7. BENCHMARK TESTING
PRIMERJALNI TESTI

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).
Predhodno morate pridobiti Microsoftovo pisno odobritev za razkritje rezultatov primerjalnih testov programske opreme tretji osebi. To pa ne velja za Microsoft .NET Framework (glejte spodaj).

8. .NET FRAMEWORK SOFTWARE
PROGRAMSKA OPREMA .NET FRAMEWORK

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
Programska oprema vsebuje Microsoftovo programsko opremo .NET Framework. Ta programska oprema je del operacijskega sistema Windows. Licenčni pogoji za operacijski sistem Windows veljajo za vašo uporabo programske opreme .NET Framework.

9. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING
PRIMERJALNI TESTI ZA 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 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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Microsoft® SQL Server™ 2008, Standard Edition (Server Proc Runtime) Software
Programska oprema Microsoft® SQL Server™ 2008, Standard Edition (Server Proc Runtime)

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1. OVERVIEW
PREGLED

a) **Software**: The software includes
Programska oprema: Programska oprema vključuje

- server software; and
  strežniško programsko opremo in
- additional software that may only be used with the server software directly, or indirectly through other additional software.
  dodatno programsko opremo, ki jo je mogoče uporabiti samo neposredno s strežniško programsko opremo ali posredno preko dodatne programske opreme.

b) License Model: The software is licensed based on
Licenčni model: Programska oprema je licencirana na podlagi

- the number of physical and virtual processors used by operating system environments in which you run instances of the server software.
  števila fizičnih in virtualnih procesorjev, ki jih uporabljajo okolja operacijskega sistema, v katerih izvajate primerke strežniške programske opreme.

c) Licensing Terminology
Licenčna terminologija

- **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.
  Primerek: "Primerek" programske opreme ustvarite z izvedbo nastavitev programske opreme ali s postopkom namestitve. Primerek programske opreme izdelate tudi tako, da podvojite obstoječi primerek. Sklici na programsko opremo v tej pogodbi vključujejo "primerke" programske opreme.
- **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.
  Zagon primerka: "Zagon primerka" programske opreme izvedete tako, da primerek prenesete v pomnilnik in izvedete eno ali več navodil zanj. Ko je primerek zagnan, velja, da se izvaja (ne glede na to, ali se navodila še naprej izvajajo ali ne), dokler ni odstranjen iz pomnilnika.
- **Operating System Environment**: An "operating system environment" is
  Okolje operacijskega sistema: "Okolje operacijskega sistema" je
- 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
  celotna ali del primerka operacijskega sistema oziroma celotna ali del virtualnega (ali drugače emuliranega) primerka operacijskega sistema, ki zagotavlja ločeno identiteto naprave (primarno ime računalnika ali podoben enolični identifikator) ali ločene administrativne pravice, in
- instances of applications, if any, configured to run on the operating system instance or parts identified above.
  instance ali aplikacije, če obstajajo, konfigurirane za izvajanje na instanci operacijskega sistema ali prej določenih delih.

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:
Obstajata dve vrsti okolij operacijskega sistema, fizično in virtualno. Fizično okolje operacijskega sistema je konfigurirano za izvajanje neposredno na fizičnem sistemu strojne opreme. Primerek operacijskega sistema, ki se uporablja za zagon programske opreme virtualizacije strojne opreme (npr. Microsoftov virtualni strežnik ali podobne tehnologije) ali za zagotavljanje storitev virtualizacije strojne opreme (npr. Microsoftova virtualizacijska tehnologija ali podobne tehnologije), velja za del fizičnega okolja programske opreme. Virtualno okolje operacijskega sistema je konfigurirano za izvajanje v virtualnem (ali drugače emuliranem) sistemu strojne opreme. Fizični sistem strojne opreme ima lahko eno ali oboje od naštetega:

- one physical operating system environment
  eno fizično okolje operacijskega sistema
- one or more virtual operating system environments.
  eno ali več virtualnih okolij operacijskega sistema.

- **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.
  Strežnik: "Strežnik" je fizični sistem strojne opreme z zmožnostjo izvajanja strežniške programske opreme. Particija ali rezina strojne opreme je ločen fizični sistem strojne opreme.
- **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.
  Fizični in virtualni procesorji: Fizični procesor je procesor v fizičnem sistemu strojne opreme. Fizična okolja operacijskega sistema uporabljajo fizične procesorje. Virtualni procesor je procesor v virtualnem (ali drugače emuliranem) sistemu strojne opreme. Virtualna okolja operacijskega sistema uporabljajo virtualne procesorje. Za virtualni procesor velja, da ima enako število niti in jeder kot vsak fizični procesor na osnovnem fizičnem sistemu strojne opreme.
- **Assigning a License**: To “assign a license” means simply to designate that license to one server.
  Dodelitev licence: "Dodelitev licence" pomeni, da se to licenco določi za en strežnik.

2. USE RIGHTS
PRAVICE UPORABE

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.
Licenciranje strežnika: Pred zagonom primerkov strežniške programske opreme na strežniku morate določiti zahtevano število licenc za programsko opremo in te licence dodeliti temu strežniku, kot je opisano v nadaljevanju.

i. Determining the Number of Licenses Required: 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.
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(a) 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.
Za izvajanje primerkov strežniške programske opreme v fizičnem okolju operacijskega sistema na strežniku potrebujete licenco za programsko opremo za vsak fizični procesor, ki ga uporablja fizično okolje operacijskega sistema.

(b) 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.
Za izvajanje primerkov strežniške programske opreme v virtualnih okoljih operacijskega sistema na strežniku potrebujete licenco za programsko opremo za vsak virtualni procesor, ki ga uporablja posamezno virtualno okolje operacijskega sistema. Če virtualno okolje operacijskega sistema uporablja zgolj del virtualnega procesorja, se ta del šteje kot celotni virtualni procesor.

b) Assigning the Required Number of Licenses to the Server:
Dodelitev potrebnega števila licenc strežniku.

ii. 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.
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c) **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.
Izvajanje primerkov strežniške programske opreme: V vsakem strežniku, ki ste mu dodelili zahtevano število licenc za programsko opremo, lahko kadarkoli izvajate kakršnokoli število primerkov strežniške programske opreme v fizičnem in virtualnem okolju operacijskega sistema na licenciranem strežniku. Vendar pa skupno število fizičnih in virtualnih procesorjev, ki jih uporabljajo ta okolja operacijskega sistema, ne sme preseči števila licenc za programsko opremo, dodeljenih temu strežniku.

d) **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.
Izvajanje primerkov dodatne programske opreme: Izvajate ali kako drugače lahko uporabljate kakršnokoli število primerkov spodaj navedene dodatne programske opreme v fizičnih ali virtualnih okoljih operacijskega sistema na poljubnem številu naprav, če se dodatna programska oprema uporablja samo v povezavi z integrirano aplikativno programsko opremo na ključ ali z zbirko aplikacij ("Enotna rešitev"), ki jo dobavi Izdajatelj licence ali kdo drug v njegovem imenu. Dodatno programsko opremo lahko uporabljate samo neposredno ali posredno s strežniško programsko opremo prek druge dodatne programske opreme.

- Business Intelligence Development Studio
  Business Intelligence Development Studio
- Client Tools Backward Compatibility
  Povratna združljivost orodij odjemalca
- Client Tools Connectivity
  Povezljivost orodij odjemalca
- Client Tools Software Development Kit
  Programski razvojni paket za orodja odjemalca
- Management Studio
  Management Studio
- Microsoft Sync Framework
  Microsoft Sync Framework
- SQL Server 2008 Books Online
  SQL Server 2008 Books Online

e) **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:
Programska oprema za namensko uporabo: Programska oprema je "Programska oprema za namensko uporabo", zato jo je dovoljeno uporabljati samo za izvajanje Enotne rešitve in le kot del Enotne rešitve. Programske opreme ni dovoljeno uporabljati:

- to develop any new software applications;
  za razvoj novih programskih aplikacij;
- in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
  v povezavi z drugimi programskimi aplikacijami, bazami podatkov ali tabelami, ki niso vsebovane v Enotni rešitvi; in/ali
- 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.
  kot samostojno programsko aplikacijo. To določilo pa vam ne prepoveduje uporabe orodja za izvajanje poizvedb ali poročil iz obstoječih tabel.

f) **Creating and Storing Instances on Your Servers or Storage Media**: You have the additional rights below for each software license you acquire.
Ustvarjanje in shranjevanje primerkov v vašem strežniku ali pomnilnih medijih: Imate dodatne pravice, navedene spodaj, za vsako kupljeno licenco za programsko opremo.

- You may create any number of instances of the server software and additional software.
  Izdelate lahko poljubno število primerkov strežniške programske opreme in dodatne programske opreme.
- You may store instances of the server software and additional software on any of your servers or storage media.
  Primerke strežniške programske opreme in dodatne programske opreme lahko shranite na kateremkoli svojem strežniku ali pomnilnem mediju.
- 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).
  Primerke strežniške programske opreme in dodatne programske opreme lahko izdelujete ali shranjujete izključno za uresničevanje svojih pravic za izvajanje primerkov strežniške programske opreme v okviru katerekoli svoje licence za programsko opremo, kot je opisano (npr. primerkov ne smete distribuirati tretjim osebam).

g) **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.
Licence za dostop odjemalca (licence CAL) niso obvezne za dostop: Za dostop do svojih primerkov strežniške programske opreme ne potrebujete licenc CAL za druge naprave.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
DODATNE LICENČNE ZAHTEVE IN/ALI PRAVICE UPORABE

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.
Največje število primerkov: Programska oprema ali vaša strojna oprema lahko omejuje število primerkov strežniške programske opreme, ki jih lahko izvajate v fizičnem ali virtualnih okoljih operacijskega sistema v strežniku.

b) **Multiplexing**: Hardware or software you use to
Multipleksiranje: Strojna ali programska oprema, ki jo uporabljate za

- pool connections,
  zbiranje povezav,
- reroute information, and
  preusmerjanje informacije in
- reduce the number of devices or users that directly access or use the software, or
  zmanjšanje števila naprav ali uporabnikov, ki neposredno dostopajo do ali uporabljajo programsko opremo, ali

- reduce the number of devices or users the software directly manages,
  zmanjšanje števila naprav ali uporabnikov, ki jih programska oprema neposredno upravlja,

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
(včasih poimenovano "multipleksiranje" ali "zbiranje"), ne zmanjša števila licenc nobene vrste, ki jo potrebujete.

c) **Included Microsoft Programs**: The software contains other Microsoft programs. The license terms with those programs apply to your use of them.
Vključeni Microsoftovi programi: Programska oprema vsebuje druge Microsoftove programe. Za uporabo teh programov veljajo njim priloženi licenčni pogoji.

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.
Brez Ločevanja strežniške programske opreme: Strežniške programske opreme ne smete ločevati za uporabo v več kot enem OOS z enim primerkom, razen če je to izrecno dovoljeno. To velja tudi, če so okolja operacijskega sistema na istem fizičnem sistemu strojne opreme.

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.
Strežnik za preklop ob izpadu: Za katerokoli okolje operacijskega sistema, v katerem izvajate primerke strežniške programske opreme, lahko za začasno podporo izvajate največ enako število pasivnih primerkov za preklop ob izpadu v ločenem okolju operacijskega sistema. Število uporabljenih procesorjev v tem ločenem okolju operacijskega sistema ne sme preseči števila procesorjev, uporabljenih v ustreznem okolju operacijskega sistema, v katerem se izvajajo aktivni primerki. Pasivne primerke za preklop ob izpadu lahko izvajate na strežniku, ki ni licencirani strežnik.

4. INTERNET-BASED SERVICES
SPLETNE STORITVE

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft s programsko opremo nudi spletne storitve. Te storitve lahko kadarkoli spremeni ali jih prekine.

5. MICROSOFT .NET FRAMEWORK AND POWERSHELL SOFTWARE
MICROSOFTOVA PROGRAMSKA OPREMA .NET FRAMEWORK IN POWERSHELL

The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.
Programska oprema vsebuje Microsoftovo programsko opremo .NET Framework in PowerShell. Te programske komponente so del operacijskega sistema Windows.

6. BENCHMARK TESTING
PRIMERJALNI TESTI

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.
Predhodno morate pridobiti Microsoftovo pisno odobritev za razkritje rezultatov primerjalnih testov programske opreme tretji osebi. Vendar pa to ne velja za komponente operacijskega sistema Windows. Za Microsoftov .NET Framework glejte spodaj.

7. MICROSOFT .NET FRAMEWORK
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.
Programska oprema vključuje eno ali več komponent .NET Framework ("Komponente .NET"). Za te komponente lahko izvedete interne primerjalne teste. Rezultate vseh primerjalnih preizkusov za te komponente lahko razkrijete, če izpolnjujete pogoje, navedene na naslovu http://go.microsoft.com/fwlink/?LinkID=66406. Ne glede na vse druge dogovore, ki ste jih morda sklenili z Microsoftom, če razkrijete rezultate takega primerjalnega preizkusa, ima družba Microsoft pravico, da razkrije rezultate primerjalnih preizkusov, izvedenih za vaše produkte, konkurenčne ustrezni komponenti .NET, pod pogojem, da izpolnjuje iste pogoje, navedene na strani http://go.microsoft.com/fwlink/?LinkID=66406.

8. SCOPE OF LICENSE
OBSEG LICENCE

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Kupili ste licenco za uporabo te programske opreme in ne same programske opreme. S to pogodbo pridobite le nekatere pravice do uporabe programske opreme. Izdajatelj licence in Microsoft si pridržujeta vse druge pravice. Če vam ustrezen zakon kljub tej omejitvi ne podeli več pravic, lahko uporabljate Programsko opremo samo, kot je to izrecno dovoljeno v tej pogodbi. Pri tem morate izpolnjevati vse tehnične omejitve Programske opreme, ki vam dovoljujejo, da Programsko opremo uporabljate samo na določen način. Za dodatne informacije glejte www.microsoft.com/licensing/userights.
You may not
Ni dovoljeno

- work around any technical limitations in the software;
  obiti nobenih tehničnih omejitev programske opreme;

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  izvajati obratnega inženiringa, dekompilirati ali razstavljati programske opreme, razen in samo v dovoljenem obsegu, ki ga predvideva ustrezni zakon, ne glede na to omejitev;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  narediti več kopij programske opreme, kot je določeno v tej pogodbi ali kot dovoljuje ustrezen zakon kljub tej omejitvi
- publish the software for others to copy;
  objaviti programske opreme, da jo drugi lahko kopirajo
- rent, lease or lend the software; or
  najeti, dati v najem ali posoditi ali
- use the software for commercial software hosting services.
  uporabljati programske opreme za komercialne storitve gostovanja programske opreme.

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Pravice za dostop do programske opreme na katerikoli napravi vam ne dajejo pravice do implementacije Microsoftovih patentov ali druge Microsoftove intelektualne lastnine v programski opremi ali napravah, ki dostopajo do te naprave.

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VARNOSTNA KOPIJA

You may make one backup copy of the software media. You may use it only to create instances of the software.
Naredite lahko eno varnostno kopijo medija programske opreme. Uporabljate jo lahko samo za izdelavo primerkov programske opreme.

10. DOCUMENTATION
DOKUMENTACIJA

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
Katerakoli oseba, ki ima veljaven dostop do vašega računalnika ali internega omrežja, lahko kopira in uporablja dokumentacijo za vaše interne, referenčne namene.

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PROGRAMSKA OPREMA, KI NI ZA NADALJNJO PRODAJO

You may not sell software marked as “NFR” or “Not for Resale.”
Programske opreme, označene z "NFR" ali "Ni za nadaljnjo prodajo", ne smete prodajati.

12. ACADEMIC EDITION SOFTWARE
PROGRAMSKA OPREMA ACADEMIC EDITION

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.
Za uporabo programske opreme, označene z "Academic Edition" ali "AE", morate biti uporabnik tipa "Qualified Educational User". Če ne veste, ali ste uporabnik tipa Qualified Educational User, obiščite stran www.microsoft.com/education ali se obrnite na Microsoftovo podružnico za vašo državo.

13. TRANSFER TO ANOTHER DEVICE
PRENOS V DRUGO NAPRAVO

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.
Programsko opremo lahko odstranite in jo namestite na drugo napravo za vašo uporabo izključno kot del Enotne rešitve. Tega ne smete storiti z namenom delitve licence med več naprav, da bi zmanjšali število licenc, ki jih potrebujete.

14. TRANSFER TO A THIRD PARTY
PRENOS NA TRETJO OSEBO

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Prvi uporabnik programske opreme lahko prenese programsko opremo, to pogodbo in licence CAL neposredno na drugega končnega uporabnika kot del prenosa Enotne rešitve, ki vam jo je v svojem imenu dobavil Izdajatelj licence izključno kot del Enotne rešitve. Pred prenosom mora ta končni uporabnik pristati, da ta pogodba velja za prenos in uporabo programske opreme. Prvi uporabnik ne sme zadržati nobenega primerka programske opreme, razen v primeru, da ta uporabnik obdrži tudi licenco za programsko opremo.

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IZVOZNE OMEJITVE

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CELOTNA POGODBA

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PRAVNA VELJAVA

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Microsoft® SQL Server™ 2008, Standard Edition (Server CAL Runtime) Software

Programska oprema Microsoft® SQL Server™ 2008, Standard Edition (Server CAL Runtime)

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  dodatke in
- Internet-based services
  spletne storitve

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1. OVERVIEW
PREGLED

a) **Software**: The software includes
Programska oprema: Programska oprema vključuje

- server software; and
strežniško programsko opremo in
- additional software that may only be used with the server software directly, or indirectly through other additional software.
dodatno programsko opremo, ki jo je mogoče uporabiti samo neposredno s strežniško programsko opremo ali posredno preko dodatne programske opreme.

b) **License Model**: The software is licensed based on
Licenčni model: Programska oprema je licencirana na podlagi

- the number of instances of server software that you run; and
števila primerkov strežniške programske opreme, ki jo izvajate, in
- the number of devices and users that access instances of server software.
števila naprav in uporabnikov, ki dostopajo do primerkov strežniške programske opreme.

c) **Licensing Terminology**
Licenčna terminologija

- **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.
Primerek: "Primerek" programske opreme ustvarite z izvedbo nastavitev programske opreme ali s postopkom namestitve. Primerek programske opreme izdelate tudi tako, da podvojite obstoječi primerek. Sklici na programsko opremo v tej pogodbi vključujejo "primerke" programske opreme.
- **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.
Zagon primerka: "Zagon primerka" programske opreme izvedete tako, da primerek prenesete v pomnilnik in izvedete eno ali več navodil zanj. Ko je primerek zagnan, velja, da se izvaja (ne glede na to, ali se navodila še naprej izvajajo ali ne), dokler ni odstranjen iz pomnilnika.
- **Operating System Environment**: An “operating system environment” is
Okolje operacijskega sistema: "Okolje operacijskega sistema" je
- 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
celotna ali del primerka operacijskega sistema oziroma celotna ali del virtualnega (ali drugače emuliranega) primerka operacijskega sistema, ki zagotavlja ločeno identiteto naprave (primarno ime računalnika ali podoben enolični identifikator) ali ločene administrativne pravice, in
- instances of applications, if any, configured to run on the operating system instance or parts identified above.
instance ali aplikacije, če obstajajo, konfigurirane za izvajanje na instanci operacijskega sistema ali prej določenih delih.

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:
Obstajata dve vrsti okolij operacijskega sistema, fizično in virtualno. Fizično okolje operacijskega sistema je konfigurirano za izvajanje neposredno na fizičnem sistemu strojne opreme. Primerek operacijskega sistema, ki se uporablja za zagon programske opreme virtualizacije strojne opreme (npr. Microsoftov virtualni strežnik ali podobne tehnologije) ali za zagotavljanje storitev virtualizacije strojne opreme (npr. Microsoftova virtualizacijska tehnologija ali podobne tehnologije), velja za del fizičnega okolja programske opreme. Virtualno okolje operacijskega sistema je konfigurirano za izvajanje v virtualnem (ali drugače emuliranem) sistemu strojne opreme. Fizični sistem strojne opreme ima lahko eno ali oboje od naštetega:

- one physical operating system environment
eno fizično okolje operacijskega sistema
- one or more virtual operating system environments.
eno ali več virtualnih okolij operacijskega sistema.

- **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.
Strežnik: "Strežnik" je fizični sistem strojne opreme z zmožnostjo izvajanja strežniške programske opreme. Particija ali rezina strojne opreme je ločen fizični sistem strojne opreme.
- **Assigning a License**: To “assign a license” means simply to designate that license to one device or user.
Dodelitev licence: "Dodelitev licence" pomeni, da se to licenco določi za eno napravo ali enega uporabnika.

2. USE RIGHTS
PRAVICE UPORABE

a) **Assigning the License to the Server**
Dodeljevanje licence strežniku

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.
Pred izvajanjem kateregakoli primerka strežniške programske opreme z licenco za programsko opremo morate to licenco dodeliti enemu svojih strežnikov. Ta strežnik je licencirani strežnik za to določeno licenco. Istemu strežniku lahko dodelite druge licence za programsko opremo, vendar ene licence ne smete dodeliti več kot enemu strežniku. Particija ali rezina strojne opreme velja za ločen strežnik.

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.
Dodelitev licence za programsko opremo lahko spremenite, vendar ne prej kot 90 dni po zadnji dodelitvi. Dodelitev licence za programsko opremo lahko spremenite tudi prej, če licencirani strežnik umaknete zaradi trajne odpovedi strojne opreme. Če dodelitev licence spremenite, bo strežnik, kateremu boste na novo dodelili licenco, postal novi licencirani strežnik za to licenco.

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.
Izvajanje primerkov strežniške programske opreme: Na licenciranem strežniku lahko istočasno izvajate poljubno število primerkov strežniške programske opreme v enem fizičnem ali virtualnem okolju operacijskega sistema.

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.
Izvajanje primerkov dodatne programske opreme: Izvajate ali kako drugače lahko uporabljate kakršnokoli število primerkov spodaj navedene dodatne programske opreme, v fizičnih ali virtualnih okoljih operacijskega sistema na poljubnem številu naprav, izključno za podporo vaše uporabe integrirane aplikativne programske opreme na ključ ali zbirke aplikacij ("Enotna rešitev"), ki jo dobavi Izdajatelj licence ali kdo drug v njegovem imenu. Dodatno programsko opremo lahko uporabljate samo neposredno ali posredno s strežniško programsko opremo prek druge dodatne programske opreme.

- Business Intelligence Development Studio
  Business Intelligence Development Studio
- Client Tools Backward Compatibility
  Povratna združljivost orodij odjemalca
- Client Tools Connectivity
  Povezljivost orodij odjemalca
- Client Tools Software Development Kit
  Programski razvojni paket za orodja odjemalca
- Management Studio
  Management Studio
- Microsoft Sync Framework
  Microsoft Sync Framework
- SQL Server 2008 Books Online
  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.
Ustvarjanje in shranjevanje primerkov v vašem strežniku ali pomnilnih medijih: Imate dodatne pravice, navedene spodaj, za vsako kupljeno licenco za programsko opremo.

- You may create any number of instances of the server software and additional software.
  Izdelate lahko poljubno število primerkov strežniške programske opreme in dodatne programske opreme.
- You may store instances of the server software and additional software on any of your servers or storage media.
  Primerke strežniške programske opreme in dodatne programske opreme lahko shranite na kateremkoli svojem strežniku ali pomnilnem mediju.
- 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).
  Primerke strežniške programske opreme in dodatne programske opreme lahko izdelujete ali shranjujete izključno za uresničevanje svojih pravic za izvajanje primerkov strežniške programske opreme v okviru katerekoli svoje licence za programsko opremo, kot je opisano (npr. primerkov ne smete distribuirati tretjim osebam).

e) **Included Microsoft Programs**: The software contains other Microsoft programs. The license terms with those programs apply to your use of them.
Vključeni Microsoftovi programi: Programska oprema vsebuje druge Microsoftove programe. Za uporabo teh programov veljajo njim priloženi licenčni pogoji.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
DODATNE LICENČNE ZAHTEVE IN/ALI PRAVICE UPORABE

a) **Client Access Licenses (CALs)**
Licence za dostop odjemalca (licence CAL)

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.
Za vsako napravo ali uporabnika, ki dostopa do vaših primerkov strežniške programske opreme neposredno ali posredno, morate pridobiti in dodeliti licenco CAL za SQL Server 2008. Particija ali rezina strojne opreme velja za ločeno napravo.

- You may not access instances of the server software under Workgroup Edition CALs.
  Do primerkov strežniške programske opreme ne smete dostopati z licencami Workgroup Edition CAL.
- 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.
  Za dostop do svojih primerkov strežniške programske opreme v okviru domene SBS 2008 lahko namesto licenc SQL Server 2008 CAL uporabljate svojo Windows Small Business Server ("SBS") 2008 CAL Suite for Premium Users or Devices.

- 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.
  Za dostop do svojih primerkov strežniške programske opreme v okviru domene EBS lahko namesto licenc SQL Server 2008 CAL uporabljate svojo Windows Essential Business Server ("EBS") 2008 CAL Suite for Premium Users or Devices.
- You do not need CALs for any of your servers licensed to run instances of the server software.
  Licenc CAL ne potrebujete za nobenega od svojih strežnikov, licenciranih za izvajanje primerkov strežniške programske opreme.
- 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.
  Licenc CAL ne potrebujete za do dve napravi ali dva uporabnika, ki dostopata do vaših primerkov strežniške programske opreme samo z namenom upravljanja teh primerkov.
- 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.
  Vaše licence CAL dovolijo dostop do vaših primerkov starejših različic, vendar ne novejših od strežniške programske opreme. Če dostopate do primerkov starejše različice, lahko uporabite tudi licence CAL, ki ustrezajo tej različici.

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.
Tipi licenc CAL: Obstajata dva tipa licenc CAL, eden za naprave in drug za uporabnike. Vsaka licenca CAL za napravo dovoli eni napravi, ki jo uporablja katerikoli uporabnik, da dostopa do primerkov strežniške programske opreme na vaših licenciranih strežnikih. Vsaka licenca CAL za uporabnika dovoli enemu uporabniku, ki uporablja katerokoli napravo, da dostopa do primerkov strežniške programske opreme na vaših licenciranih strežnikih. Uporabite lahko kombinacijo licenc CAL za naprave in uporabnike.

iii. **Reassignment of CALs**: You may
Predodelitev licenc CAL: Dovoljeno je naslednje:

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
  dodelitev licence CAL za naprave lahko trajno spremenite z ene naprave drugi, ali licenco CAL svojega uporabnika dodelite drugemu uporabniku; ali
- 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.
  začasno prerazporedite svojo licenco CAL za naprave nadomestni napravi, kadar prva naprava ne deluje, oziroma svojo licenco CAL za uporabnika začasnemu delavcu v času odsotnosti uporabnika.

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:
Programska oprema za namensko uporabo: Programska oprema je "Programska oprema za namensko uporabo", zato jo je dovoljeno uporabljati samo v povezavi z Enotno rešitvijo. Programske opreme ni dovoljeno uporabljati:

iv. to develop any new software applications;
za razvoj novih programskih aplikacij;

v. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
v povezavi z drugimi programskimi aplikacijami, bazami podatkov ali tabelami, ki niso vsebovane v Enotni rešitvi; in/ali

vi. 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.
kot samostojno programsko aplikacijo. To določilo pa vam ne prepoveduje uporabe orodja za izvajanje poizvedb ali poročil iz obstoječih tabel.

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.
Licenca CAL vam dovoljuje dostop le do primerkov različice za uporabnika tipa Runtime-Restricted User strežniške programske opreme, ki je licencirana in dobavljena kot del Enotne rešitve, v skladu z drugimi pogoji te pogodbe.

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.
Največje število primerkov: Programska oprema ali vaša strojna oprema lahko omejuje število primerkov strežniške programske opreme, ki jih lahko izvajate v fizičnem ali virtualnih okoljih operacijskega sistema v strežniku.

d) **Multiplexing**: Hardware or software you use to
Multipleksiranje: Strojna ali programska oprema, ki jo uporabljate za

- pool connections,
  zbiranje povezav,
- reroute information, and
  preusmerjanje informacije in
- reduce the number of devices or users that directly access or use the software, or
  zmanjšanje števila naprav ali uporabnikov, ki neposredno dostopajo do ali uporabljajo programsko opremo, ali
- reduce the number of devices or users the software directly manages.
  zmanjšanje števila naprav ali uporabnikov, ki jih programska oprema neposredno upravlja.

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
(včasih poimenovano "multipleksiranje" ali "zbiranje"), ne zmanjša števila licenc nobene vrste, ki jo potrebujete.

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.
Brez Ločevanja strežniške programske opreme: Strežniške programske opreme ne smete ločevati za uporabo v več kot enem OOS z enim primerkom, razen če je to izrecno dovoljeno. To velja tudi, če so okolja operacijskega sistema na istem fizičnem sistemu strojne opreme.

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.
Strežnik za preklop ob izpadu: Za katerokoli okolje operacijskega sistema, v katerem izvajate primerke strežniške programske opreme, lahko za začasno podporo izvajate največ enako število pasivnih primerkov za preklop ob izpadu v ločenem okolju operacijskega sistema. Pasivne primerke za preklop ob izpadu lahko izvajate na strežniku, ki ni licencirani strežnik.

4. INTERNET-BASED SERVICES
SPLETNE STORITVE

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft s programsko opremo nudi spletne storitve. Te storitve lahko kadarkoli spremeni ali jih prekine.

5. NET FRAMEWORK AND POWERSHELL SOFTWARE
PROGRAMSKA OPREMA .NET FRAMEWORK IN POWERSHELL

The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.
Programska oprema vsebuje Microsoftovo programsko opremo .NET Framework in PowerShell. Te programske komponente so del operacijskega sistema Windows.

6. BENCHMARK TESTING
PRIMERJALNI TESTI

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.
Predhodno morate pridobiti Microsoftovo pisno odobritev za razkritje rezultatov primerjalnih testov programske opreme tretji osebi. Vendar pa to ne velja za komponente operacijskega sistema Windows. Za Microsoftov .NET Framework glejte spodaj.

7. MICROSOFT .NET FRAMEWORK
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.
Programska oprema vključuje eno ali več komponent .NET Framework ("Komponente .NET"). Za te komponente lahko izvedete interne primerjalne teste. Rezultate vseh primerjalnih preizkusov za te komponente lahko razkrijete, če izpolnjujete pogoje, navedene na naslovu http://go.microsoft.com/fwlink/?LinkID=66406. Ne glede na vse druge dogovore, ki ste jih morda sklenili z Microsoftom, če razkrijete rezultate takega primerjalnega preizkusa, ima družba Microsoft pravico, da razkrije rezultate primerjalnih preizkusov, izvedenih za vaše produkte, konkurenčne ustrezni komponenti .NET, pod pogojem, da izpolnjuje iste pogoje, navedene na strani http://go.microsoft.com/fwlink/?LinkID=66406.

8. SCOPE OF LICENSE
OBSEG LICENCE

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
Kupili ste licenco za uporabo te programske opreme in ne same programske opreme. S to pogodbo pridobite le nekatere pravice do uporabe programske opreme. Izdajatelj licence in Microsoft si pridržujeta vse druge pravice. Če vam ustrezen zakon kljub tej omejitvi ne podeli več pravic, lahko uporabljate Programsko opremo samo, kot je to izrecno dovoljeno v tej pogodbi. Pri tem morate izpolnjevati vse tehnične omejitve Programske opreme, ki vam dovoljujejo, da Programsko opremo uporabljate samo na določen način. Za dodatne informacije glejte www.microsoft.com/licensing/userights. Ni dovoljeno

- work around any technical limitations in the software;
  obiti nobenih tehničnih omejitev programske opreme;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  izvajati obratnega inženiringa, dekompilirati ali razstavljati programske opreme, razen in samo v dovoljenem obsegu, ki ga predvideva ustrezni zakon, ne glede na to omejitev;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  narediti več kopij programske opreme, kot je določeno v tej pogodbi ali kot dovoljuje ustrezen zakon kljub tej omejitvi
- publish the software for others to copy;
  objaviti programske opreme, da jo drugi lahko kopirajo
- rent, lease or lend the software; or
  najeti, dati v najem ali posoditi ali
- use the software for commercial software hosting services.
  uporabljati programske opreme za komercialne storitve gostovanja programske opreme.

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.
Pravice za dostop do programske opreme na katerikoli napravi vam ne dajejo pravice do implementacije Microsoftovih patentov ali druge Microsoftove intelektualne lastnine v programski opremi ali napravah, ki dostopajo do te naprave.

9. BACKUP COPY
VARNOSTNA KOPIJA

You may make one backup copy of the software media. You may use it only to create instances of the software.
Naredite lahko eno varnostno kopijo medija programske opreme. Uporabljate jo lahko samo za izdelavo primerkov programske opreme.

10. DOCUMENTATION
DOKUMENTACIJA

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
Katerakoli oseba, ki ima veljaven dostop do vašega računalnika ali internega omrežja, lahko kopira in uporablja dokumentacijo za vaše interne, referenčne namene.

11. NOT FOR RESALE SOFTWARE
PROGRAMSKA OPREMA, KI NI ZA NADALJNJO PRODAJO

You may not sell software marked as “NFR” or “Not for Resale.”
Programske opreme, označene z "NFR" ali "Ni za nadaljnjo prodajo", ne smete prodajati.

12. ACADEMIC EDITION SOFTWARE
PROGRAMSKA OPREMA ACADEMIC EDITION

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.
Za uporabo programske opreme, označene z "Academic Edition" ali "AE", morate biti uporabnik tipa "Qualified Educational User". Če ne veste, ali ste uporabnik tipa Qualified Educational User, obiščite stran www.microsoft.com/education ali se obrnite na Microsoftovo podružnico za vašo državo.

13. TRANSFER TO ANOTHER DEVICE
PRENOS V DRUGO NAPRAVO

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.
Programsko opremo lahko odstranite in jo namestite na drugo napravo za vašo uporabo izključno kot del Enotne rešitve. Tega ne smete storiti z namenom delitve licence med več naprav, da bi zmanjšali število licenc, ki jih potrebujete.

14. TRANSFER TO A THIRD PARTY
PRENOS NA TRETJO OSEBO

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.
Prvi uporabnik programske opreme lahko prenese programsko opremo, to pogodbo in licence CAL neposredno na drugega končnega uporabnika kot del prenosa Enotne rešitve, ki vam jo je v svojem imenu dobavil Izdajatelj licence izključno kot del Enotne rešitve. Pred prenosom mora ta končni uporabnik pristati, da ta pogodba velja za prenos in uporabo programske opreme. Prvi uporabnik ne sme zadržati nobenega primerka programske opreme, razen v primeru, da ta uporabnik obdrži tudi licenco za programsko opremo.

15. EXPORT RESTRICTIONS
IZVOZNE OMEJITVE

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.
Za programsko opremo veljajo izvozni zakoni in predpisi Združenih držav Amerike. Izpolnjevati morate vse domače in mednarodne izvozne zakone in predpise, ki veljajo za programsko opremo. Ti zakoni vključujejo omejitve glede destinacij, končnih uporabnikov in končne uporabe. Dodatne informacije najdete na spletni strani www.microsoft.com/exporting.

16. ENTIRE AGREEMENT
CELOTNA POGODBA

This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.
Ta pogodba in pogoji za dodatke, posodobitve in spletne storitve, ki jih uporabljate, predstavljajo celotno pogodbo za programsko opremo.

17. LEGAL EFFECT
PRAVNA VELJAVA

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.
Ta pogodba navaja določene pravno veljavne pravice. V skladu z zakoni svoje države imate morda drugačne pravice. Lahko imate tudi pravice glede Izdajatelja licence, od katerega ste kupili programsko opremo. Ta pogodba ne spreminja vaših pravic v skladu z zakoni vaše države, če ti zakoni tega ne dovoljujejo.

18. NOT FAULT TOLERANT
NEODPORNO NA NAPAKE

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.
PROGRAMSKA OPREMA NI ODPORNA NA NAPAKE. IZDAJATELJ LICENCE JE SAMOSTOJNO DOLOČIL, KAKO UPORABLJATI PROGRAMSKO OPREMO V INTEGRIRANI APLIKACIJI ALI ZBIRKI APLIKACIJ, KI SE VAM LICENCIRA, IN MICROSOFT SE ZANAŠA NA IZDAJATELJA LICENCE ZA IZVEDBO ZADOSTNEGA TESTIRANJA ZA DOLOČITEV, DA JE PROGRAMSKA OPREMA PRIMERNA ZA TAKŠNO UPORABO.

19. NO WARRANTIES BY MICROSOFT
BREZ JAMSTEV MICROSOFTA

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.
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20. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES
BREZ ODGOVORNOSTI MICROSOFTA ZA USTREZNO ŠKODO

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Microsoft® SQL Server™ 2012, Standard Edition (Server CAL Runtime) Software
Programska oprema Microsoft® SQL Server™ 2012, Standard Edition (Server CAL Runtime)

1. OVERVIEW
PREGLED

1.1. Software: The software includes
Programska oprema: Programska oprema vsebuje

- server software, and
strežniško programsko opremo in
- additional software that may only be used with the server software directly, or indirectly through other additional software.
dodatno programsko opremo, ki jo je mogoče uporabiti samo neposredno s strežniško programsko opremo ali posredno preko dodatne programske opreme.

1.2. **License Model**: The software is licensed based on either the:
Licenčni model: Programska oprema je licencirana na podlagi možnosti:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
Licenčni model za jedro – število fizičnih in/ali virtualnih jeder v strežniku ali
- **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.
Strežnik in Odjemalec – število primerkov strežniške programske opreme, ki jo izvajate, in število naprav in uporabnikov, ki dostopajo do primerkov strežniške programske opreme.

1.3. **Licensing Terminology**
Licenčna terminologija

- 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.
Primerek. "Primerek" programske opreme izdelate z izvedbo nastavitev programske opreme ali s postopkom namestitve. Primerek programske opreme izdelate tudi tako, da podvojite obstoječi primerek. Sklici na programsko opremo v tej pogodbi vključujejo "primerke" programske opreme.
- 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.
Zagon primerka. "Zagon primerka" programske opreme izvedete tako, da primerek naložite v pomnilnik in izvedete eno ali več navodil zanj. Ko je primerek zagnan, velja, da se izvaja (ne glede na to, ali se navodila še naprej izvajajo ali ne), dokler ni odstranjen iz pomnilnika.
- Operating System Environment (“OSE”). An “operating system environment” or “OSE” is
Okolje operacijskega sistema ("OOS"). "Okolje operacijskega sistema" ali "OOS" je
    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
    celota ali del primerka operacijskega sistema oziroma celota ali del virtualnega (ali drugače emuliranega) primerka operacijskega sistema, ki zagotavlja ločeno identiteto naprave (primarno ime računalnika ali podoben enolični identifikator) ali ločene administrativne pravice, in
    ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.
    instance ali aplikacije, če obstajajo, konfigurirane za izvajanje na instanci operacijskega sistema ali prej določenih delih.

A physical hardware system can have either or both of the following:
Fizični sistem strojne opreme ima lahko eno ali oboje od naštetega:

- one physical operating system environment;
eno fizično okolje operacijskega sistema;
- one or more virtual operating system environments.
eno ali več virtualnih okolij operacijskega sistema.

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.
Fizično okolje operacijskega sistema je konfigurirano za izvajanje neposredno na fizičnem sistemu strojne opreme. Primerek operacijskega sistema, ki se uporablja za izvajanje programske opreme za virtualizacijo strojne opreme ali za zagotavljanje storitev virtualizacije strojne opreme (npr. Microsoftova virtualizacijska tehnologija ali podobne tehnologije), velja za del fizičnega okolja operacijskega sistema.
A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
Virtualno okolje operacijskega sistema je konfigurirano za izvajanje v virtualnem (ali drugače emuliranem) sistemu strojne opreme.

- **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.
  Strežnik: Strežnik je fizični sistem strojne opreme z zmožnostjo izvajanja strežniške programske opreme. Particija ali rezina strojne opreme je ločen fizični sistem strojne opreme.
- **Physical Core**: A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
  Fizično jedro: Fizično jedro je jedro v fizičnem procesorju. Fizični procesor je sestavljen iz enega ali več fizičnih jeder.
- **Hardware Thread**: A hardware thread is either a physical core or a hyper-thread in a physical processor.
  Nit strojne opreme: Nit strojne opreme je fizično jedro ali hipernit v fizičnem procesorju.
- **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.
  Virtualno jedro: Virtualno jedro je enota procesorske moči v virtualnem (ali drugače emuliranem) sistemu strojne opreme. Virtualno jedro je virtualna oblika ene ali več niti strojne opreme. Virtualni OOS-ji uporabljajo eno ali več virtualnih jeder.
- **Assigning a License**: To assign a license is to designate that license to a server, device or user as indicated below.
  Dodelitev licence: Dodelitev licence pomeni dodelitev te licence strežniku, napravi ali uporabniku, kot je navedeno spodaj.
- **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.
  Faktor za jedra: Faktor za jedra je številka vrednost, povezana z ustreznim fizičnim procesorjem za namen določanja števila licenc, potrebnih za licenciranje vseh fizičnih jeder v strežniku.

2. USE RIGHTS FOR CORE LICENSE MODEL.
PRAVICE UPORABE ZA LICENČNI MODEL ZA JEDRO.

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.
Licenciranje strežnika: Pred zagonom primerkov strežniške programske opreme na strežniku morate določiti potrebno število licenc za programsko opremo in te licence dodeliti temu strežniku, kot je opisano v nadaljevanju.

2.2. **Determining the Number of Licenses Required**: You have two license options:
Določitev števila potrebnih licenc: Obstajata dve možnosti licenc:

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.
Fizična jedra na strežniku: Licenciranje je mogoče na podlagi vseh fizičnih jeder v strežniku. Če izberete to možnost, je število zahtevanih licenc enako številu fizičnih jeder v strežniku, pomnoženem z veljavnim faktorjem za jedra, na voljo na povezavi 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.
Licenciranje je mogoče na podlagi virtualnih OOS-jev znotraj strežnika, v katerem se izvaja strežniška programska oprema. Če izberete to možnost, potrebujete za vsak virtualni OOS, v katerem se izvaja strežniška programska oprema, število licenc, enako številu virtualnih jeder v virtualnem OOS, z minimalno zahtevanimi štirimi licencami na virtualni OOS. Poleg tega potrebujete licenco za vsako dodatno nit strojne opreme, preslikano v to virtualno jedro, če je katerokoli od teh virtualnih jeder kadarkoli preslikano v več kot eno nit strojne opreme. Te licence štejejo k minimalno zahtevanim štirim licencam na virtualni OOS.

2.3. Assigning the Required Number of Licenses to the Server:
Dodelitev potrebnega števila licenc strežniku.

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.

Začetna dodelitev: Ko določite število licenc za programsko opremo, zahtevanih za strežnik, morate to število licenc dodeliti temu strežniku. Strežnik, ki mu je dodeljena licenca, velja za "licencirani strežnik" za tako licenco. Licence ne smete dodeliti več kot enemu strežniku. Particija ali rezina strojne opreme velja za ločen strežnik.

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.

Predodelitev: Dodelitev licence lahko spremenite, vendar ne prej kot 90 dni po zadnji dodelitvi. Dodelitev licence lahko spremenite prej, če licencirani strežnik umaknete zaradi trajne okvare strojne opreme. Če dodelitev licence spremenite, bo strežnik, kateremu boste na novo dodelili licenco, postal novi licencirani strežnik za to licenco.

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:
Izvajanje primerkov na strežniški programski opremi: Vaša pravica za zagon primerkov strežniške programske opreme je odvisna od izbrane možnosti za ugotavljanje števila zahtevanih licenc za programsko opremo:

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.
Fizična jedra v strežniku: Za vsak strežnik, ki ste mu dodelili zahtevano število licenc, kot je navedeno v 2.2(a) členu, lahko v licenciranem strežniku izvajate poljubno število primerkov strežniške programske opreme v fizičnem OOS.

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.
Posamezni virtualni OOS-ji: Za vsak virtualni OOS, ki ste mu dodelili zahtevano število licenc, kot je navedeno v 2.2(b) členu, lahko v tem virtualnem OOS izvajate poljubno število primerkov programske opreme.

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.
Izvajanje primerkov dodatne programske opreme: Lahko izvajate ali kako drugače uporabljate poljubno število primerkov spodaj navedene dodatne programske opreme v fizičnih ali virtualnih OOS-jih na poljubnem številu naprav. Dodatno programsko opremo lahko uporabljate samo neposredno ali posredno s strežniško programsko opremo prek druge dodatne programske opreme.

- Business Intelligence Development Studio
  Business Intelligence Development Studio
- Client Tools Backward Compatibility
  Povratna združljivost orodij odjemalca
- Client Tools Connectivity
  Povezljivost orodij odjemalca
- Client Tools SDK
  SDK orodij odjemalca
- Data Quality Client
  Odjemalec Data Quality
- Data Quality Services
  Storitve Data Quality
- Distributed Replay Client
  Distribuirani odjemalec za ponovno predvajanje
- Distributed Replay Controller
  Distribuirani krmilnik za vnovično predvajanje
- Management Tools - Basic
  Orodja za upravljanje - osnovno
- Management Tools - Complete
  Orodja za upravljanje - popolno
- Reporting Services – SharePoint
  Storitve poročanja – SharePoint
- Reporting Services Add-in for SharePoint Products
  Dodatek storitev poročanja za produkte SharePoint
- Master Data Services
  Storitve matičnih podatkov
- Sync Framework
  Sync Framework
- SQL Client Connectivity SDK
  SQL Client Connectivity SDK
- SQL Server 2012 Books Online
  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.
Ustvarjanje in shranjevanje primerkov v vašem strežniku ali pomnilnih medijih: Imate dodatne pravice, navedene spodaj, za vsako kupljeno licenco za programsko opremo.

a) You may create any number of instances of the server software and additional software.
Izdelate lahko poljubno število primerkov strežniške programske opreme in dodatne programske opreme.

b) You may store instances of the server software and additional software on any of your servers or storage media.
Primerke strežniške programske opreme in dodatne programske opreme lahko shranite na kateremkoli svojem strežniku ali pomnilnem mediju.

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).
Primerke strežniške programske opreme in dodatne programske opreme lahko izdelujete ali shranjujete izključno za uresničevanje svojih pravic za izvajanje primerkov strežniške programske opreme v okviru katerekoli svoje licence za programsko opremo, kot je opisano (npr. primerkov ne smete distribuirati tretjim osebam).

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.
Licence za dostop odjemalca (licence CAL) niso obvezne za dostop: Po tem licenčnem modelu za jedro za dostopanje do svojih primerkov strežniške programske opreme ne potrebujete licenc CAL za druge naprave.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL
PRAVICE UPORABE ZA LICENČNI MODEL ZA DOSTOP STREŽNIK + ODJEMALEC

3.1. **Assigning the License to the Server**:
Dodeljevanje Licence Strežniku:

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.
Začetna dodelitev: Pred izvajanjem kateregakoli primerka strežniške programske opreme z licenco za programsko opremo morate to licenco dodeliti enemu svojih strežnikov. Ta strežnik je "licencirani strežnik" za to licenco. Iste licence ne morete dodeliti več kot enemu strežniku, lahko pa dodelite druge licence za programsko opremo istemu strežniku. Particija ali rezina strojne opreme velja za ločen strežnik.

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.
Predodelitev: Dodelitev licence za programsko opremo lahko spremenite, vendar ne prej kot 90 dni po zadnji dodelitvi. Dodelitev licence za programsko opremo lahko spremenite tudi prej, če licencirani strežnik umaknete zaradi trajne odpovedi strojne opreme. Če dodelitev licence spremenite, bo strežnik, kateremu boste na novo dodelili licenco, postal novi licencirani strežnik za to licenco.

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.
Izvajanje primerkov strežniške programske opreme: Za vsako licenco za programsko opremo, ki jo dodelite strežniku, lahko hkrati izvajate poljubno število primerkov strežniške programske opreme v enem fizičnem ali virtualnem OOS v licenciranem strežniku.

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.
Izvajanje primerkov dodatne programske opreme: Lahko izvajate ali kako drugače uporabljate poljubno število primerkov spodaj navedene dodatne programske opreme v fizičnih ali virtualnih OOS-jih na poljubnem številu naprav. Dodatno programsko opremo lahko uporabljate samo neposredno ali posredno s strežniško programsko opremo prek druge dodatne programske opreme.

- Business Intelligence Development Studio
  Business Intelligence Development Studio
- Client Tools Backward Compatibility
  Povratna združljivost orodij odjemalca
- Client Tools Connectivity
  Povezljivost orodij odjemalca
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- Data Quality Client
  Odjemalec Data Quality
- Data Quality Services
  Storitve Data Quality
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- Distributed Replay Controller
  Distribuirani krmilnik za vnovično predvajanje
- Management Tools - Basic
  Orodja za upravljanje - osnovno
- Management Tools - Complete
  Orodja za upravljanje - popolno
- Reporting Services – SharePoint
  Storitve poročanja – SharePoint
- Reporting Services Add-in for SharePoint Products
  Dodatek storitev poročanja za produkte SharePoint
- Master Data Services
  Storitve matičnih podatkov
- Sync Framework
  Sync Framework
- SQL Client Connectivity SDK
  SQL Client Connectivity SDK
- SQL Server 2012 Books Online
  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.
Ustvarjanje in shranjevanje primerkov v vašem strežniku ali pomnilnih medijih: Imate dodatne pravice, navedene spodaj, za vsako kupljeno licenco za programsko opremo.

a) You may create any number of instances of the server software and additional software.
Izdelate lahko poljubno število primerkov strežniške programske opreme in dodatne programske opreme.

b) You may store instances of the server software and additional software on any of your servers or storage media.
Primerke strežniške programske opreme in dodatne programske opreme lahko shranite na kateremkoli svojem strežniku ali pomnilnem mediju.

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).
Primerke strežniške programske opreme in dodatne programske opreme lahko izdelujete ali shranjujete izključno za uresničevanje svojih pravic za izvajanje primerkov strežniške programske opreme v okviru katerekoli svoje licence za programsko opremo, kot je opisano (npr. primerkov ne smete distribuirati tretjim osebam).

3.5. **Client Access Licenses (CALs)**:
Licence za dostop odjemalca (licence CAL):

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.
Začetna dodelitev licenc CAL: Za vsako napravo ali uporabnika, ki dostopa do vaših primerkov strežniške programske opreme neposredno ali posredno, morate pridobiti in dodeliti licenco CAL za SQL Server 2012. Particija ali rezina strojne opreme velja za ločeno napravo.

- You do not need CALs for any of your servers licensed to run instances of the server software.
Licenc CAL ne potrebujete za nobenega od svojih strežnikov, licenciranih za izvajanje instanc strežniške programske opreme.
- 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.
Licenc CAL ne potrebujete za do dve napravi ali dva uporabnika, ki dostopata do vaših primerkov strežniške programske opreme samo z namenom upravljanja teh primerkov.
- 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.
Vaše licence CAL dovolijo dostop do vaših primerkov starejših različic, vendar ne novejših od strežniške programske opreme. Če dostopate do primerkov starejše različice, lahko uporabite tudi licence CAL, ki ustrezajo tej različici.

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.
Tipi licenc CAL: Obstajata dva tipa licenc CAL, eden za naprave in drug za uporabnike. Vsaka licenca CAL za napravo dovoli eni napravi, ki jo uporablja katerikoli uporabnik, da dostopa do primerkov strežniške programske opreme na vaših licenciranih strežnikih. Vsaka licenca CAL za uporabnika dovoli enemu uporabniku, ki uporablja katerokoli napravo, da dostopa do primerkov strežniške programske opreme na vaših licenciranih strežnikih. Uporabite lahko kombinacijo licenc CAL za naprave in uporabnike.

c) **Reassignment of CALs**: You may
Predodelitev licenc CAL: Dovoljeno je naslednje:

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
dodelitev licence CAL za naprave lahko trajno spremenite z ene naprave drugi, ali licenco CAL svojega uporabnika dodelite drugemu uporabniku; ali
- 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.
začasno prerazporedite svojo licenco CAL za naprave nadomestni napravi, kadar prva naprava ne deluje, oziroma svojo licenco CAL za uporabnika začasnemu delavcu v času odsotnosti uporabnika.

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:
Programska oprema za namensko uporabo: Programska oprema je "Programska oprema za namensko uporabo", zato jo je dovoljeno uporabljati samo v povezavi z Enotno rešitvijo. Programske opreme ni dovoljeno uporabljati:

i. to develop any new software applications;
za razvoj novih programskih aplikacij;

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
v povezavi z drugimi programskimi aplikacijami, bazami podatkov ali tabelami, ki niso vsebovane v Enotni rešitvi; in/ali

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.
kot samostojno programsko aplikacijo. To določilo pa vam ne prepoveduje uporabe orodja za izvajanje poizvedb ali poročil iz obstoječih tabel. Licenca CAL vam dovoljuje dostop le do primerkov različice za uporabnika tipa Runtime-Restricted User strežniške programske opreme, ki je licencirana in dobavljena kot del Enotne rešitve, v skladu z drugimi pogoji te pogodbe.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
DODATNE LICENČNE ZAHTEVE IN/ALI PRAVICE UPORABE

4.1. **Alternative Versions**:
Druge različice:

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.
Programska oprema lahko vključuje več kot eno različico, npr. 32-bitno in 64-bitno. Za vsak primerek programske opreme, ki ga smete ustvariti, hraniti in izvajati, lahko uporabite katerokoli različico.

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.
Največje število primerkov: Programska oprema ali vaša strojna oprema lahko omejuje število primerkov strežniške programske opreme, ki jih lahko izvajate v fizičnih ali virtualnih OOS-jih na strežniku.

4.3. **Multiplexing**: Hardware or software you use to
Multipleksiranje: Strojna ali programska oprema, ki jo uporabljate za

- pool connections,
zbiranje povezav,
- reroute information, or
preusmerjanje informacije in
- reduce the number of devices or users that directly access or use the software
zmanjšanje števila naprav ali uporabnikov, ki neposredno dostopajo do ali uporabljajo programsko opremo

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
(včasih poimenovano "multipleksiranje" ali "zbiranje"), ne zmanjša števila licenc nobene vrste, ki jo potrebujete.

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.
Brez Ločevanja strežniške programske opreme: Strežniške programske opreme ne smete ločevati za uporabo v več kot enem OOS z enim primerkom, razen če je to izrecno dovoljeno. To velja tudi, če so OOS-ji v istem fizičnem sistemu strojne opreme.

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.
Strežnik za preklop ob izpadu: Za katerikoli OOS, v katerem izvajate primerke strežniške programske opreme, lahko za začasno podporo izvajate največ enako število pasivnih primerkov za preklop ob izpadu v ločenem OOS. Pasivne primerke za preklop ob izpadu lahko izvajate na strežniku, ki ni licencirani strežnik. Če ste licencirali strežniško programsko opremo iz 2.2(a) člena in je OOS, v katerem izvajate pasivne instance za preklop ob izpadu, v ločenem strežniku, število fizičnih jeder v ločenem strežniku ne sme preseči števila fizičnih jeder v licenciranem strežniku, faktor za jedra za fizične procesorje v tem strežniku pa mora biti enak ali manjši od faktorja za jedra za fizične procesorje v licenciranem strežniku. Če ste licencirali strežniško programsko opremo iz 2.2(b) člena, število niti strojne opreme, uporabljenih v tem ločenem OOS, ne sme preseči števila niti strojne opreme, uporabljenih v ustreznem OOS, v katerem se izvajajo aktivni primerki.

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:
Predmet poročila zemljevida storitev poročanja za SQL Server: Programska oprema lahko vključuje funkcije, ki prikličejo vsebino, kot so zemljevidi, slike in drugi podatki, z aplikacijskim programskim vmesnikom za Zemljevide Bing (ali nasledniki blagovne znamke) ("API-ji za Zemljevide Bing"). Namen teh funkcij je izdelati poročila, ki prikazujejo podatke na zemljevidih ter zračnih in hibridnih slikah. Če so te funkcije vključene, jih lahko uporabite za ustvarjanje in pregledovanje dinamičnih ali statičnih dokumentov. To je mogoče izvesti le v povezavi z metodami in z uporabo sredstev za dostop, integriranih v programsko opremo. Sicer ne smete kopirati, hraniti, arhivirati ali izdelati baze podatkov z vsebino, ki je na voljo prek API-jev za Zemljevide Bing. Naslednjega ne smete uporabiti v nobenem primeru, četudi je na voljo prek API-jev za Zemljevide Bing:

- Bing Maps APIs to provide sensor based guidance/routing, or
API-jev za Zemljevide Bing za zagotavljanje usmerjanja/vodenja z uporabo senzorjev, ali
- any Road Traffic Data or Bird’s Eye Imagery (or associated metadata.
Nobenih Cestno prometnih podatkov ali Slik iz ptičje perspektive (ali povezanih metapodatkov).

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.
Za vašo uporabo API-jev za Zemljevide Bing in povezanih vsebin veljajo dodatni pogoji na povezavi http://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.
Vključeni Microsoftovi programi: Programska oprema vključuje druge Microsoftove programe, navedene na naslovu http://go.microsoft.com/fwlink/?LinkID=231864, ki so licencirani pod zadevnimi pogoji. Te programe smete uporabljati le v povezavi s tukaj licencirano programsko opremo. Če ne sprejmete licenčnih pogojev, povezanih s programom, tega programa ne smete uporabljati.

5. INTERNET-BASED SERVICES
SPLETNE STORITVE

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft s programsko opremo nudi spletne storitve. Te storitve lahko kadarkoli spremeni ali jih prekine.

6. BENCHMARK TESTING
PRIMERJALNI TESTI

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).
Predhodno morate pridobiti Microsoftovo pisno odobritev za razkritje rezultatov primerjalnih testov programske opreme tretji osebi. To pa ne velja za Microsoft .NET Framework (glejte spodaj).

7. .NET FRAMEWORK SOFTWARE
PROGRAMSKA OPREMA .NET FRAMEWORK

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

Programska oprema vsebuje Microsoftovo programsko opremo .NET Framework. Ta programska oprema je del operacijskega sistema Windows. Licenčni pogoji za operacijski sistem Windows veljajo za vašo uporabo programske opreme .NET Framework.

8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING
PRIMERJALNI TESTI ZA 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 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.

Programska oprema vključuje eno ali več komponent .NET Framework ("Komponente .NET"). Za te komponente lahko izvedete interne primerjalne teste. Rezultate vseh primerjalnih preizkusov za te komponente lahko razkrijete, če izpolnjujete pogoje, navedene na naslovu go.microsoft.com/fwlink/?LinkID=66406. Ne glede na vse druge dogovore, ki ste jih morda sklenili z Microsoftom, če razkrijete rezultate takega primerjalnega preizkusa, ima družba Microsoft pravico, da razkrije rezultate primerjalnih preizkusov, izvedenih za vaše produkte, konkurenčne ustrezni komponenti .NET, pod pogojem, da izpolnjuje iste pogoje, navedene na strani go.microsoft.com/fwlink/?LinkID=66406.

9. SCOPE OF LICENSE
OBSEG LICENCE

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

Kupili ste licenco za uporabo te programske opreme in ne same programske opreme. S to pogodbo pridobite le nekatere pravice do uporabe programske opreme. Izdajatelj licence in Microsoft si pridržujeta vse druge pravice. Če vam ustrezen zakon kljub tej omejitvi ne podeli več pravic, lahko uporabljate Programsko opremo samo, kot je to izrecno dovoljeno v tej pogodbi. Pri tem morate izpolnjevati vse tehnične omejitve Programske opreme, ki vam dovoljujejo, da Programsko opremo uporabljate samo na določen način. Ni dovoljeno

- work around any technical limitations in the software;
  obiti nobenih tehničnih omejitev programske opreme;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  izvajati obratnega inženiringa, dekompilirati ali razstavljati programske opreme, razen in samo v dovoljenem obsegu, ki ga predvideva ustrezni zakon, ne glede na to omejitev;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  narediti več kopij programske opreme, kot je določeno v tej pogodbi ali kot dovoljuje ustrezen zakon kljub tej omejitvi
- publish the software, including any application programming interfaces included in the software, for others to copy;
  objaviti programske opreme, vključno z vsemi aplikacijskimi programskimi vmesniki, vključenimi v programsko opremo, da jo lahko drugi kopirajo;
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
  dajati v skupno rabo ali drugače distribuirati dokumentov, besedil ali slik, izdelanih s funkcijami programske opreme Data Mapping Services;
- rent, lease or lend the software; or
  najeti, dati v najem ali posoditi ali
- use the software for commercial software hosting services.
  uporabljati programske opreme za komercialne storitve gostovanja programske opreme.

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;

Prav tako ne smete odstraniti, pomanjšati, blokirati ali spremeniti logotipov, blagovnih znamk, avtorskih pravic, digitalnih vodnih žigov ali drugih oznak družbe Microsoft ali njenih dobaviteljev, vključenih v programsko opremo, vključno z vso vsebino, ki je na voljo prek programske opreme;

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.

Pravice za dostop do programske opreme na katerikoli napravi vam ne dajejo pravice do implementacije Microsoftovih patentov ali druge Microsoftove intelektualne lastnine v programski opremi ali napravah, ki dostopajo do te naprave.

10. BACKUP COPY
VARNOSTNA KOPIJA

You may make one backup copy of the software media. You may use it only to create instances of the software.

Naredite lahko eno varnostno kopijo medija programske opreme. Uporabljate jo lahko samo za izdelavo primerkov programske opreme.

11. DOCUMENTATION
DOKUMENTACIJA

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

Katerakoli oseba, ki ima veljaven dostop do vašega računalnika ali internega omrežja, lahko kopira in uporablja dokumentacijo za vaše interne, referenčne namene.

12. NOT FOR RESALE SOFTWARE
PROGRAMSKA OPREMA, KI NI ZA NADALJNJO PRODAJO

You may not sell software marked as "NFR" or "Not for Resale."

Programske opreme, označene z "NFR" ali "Ni za nadaljnjo prodajo", ne smete prodajati.

13. ACADEMIC EDITION SOFTWARE
PROGRAMSKA OPREMA ACADEMIC EDITION

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.
Za uporabo programske opreme, označene z "Academic Edition" ali "AE", morate biti uporabnik tipa "Qualified Educational User". Če ne veste, ali ste uporabnik tipa Qualified Educational User, obiščite stran www.microsoft.com/education ali se obrnite na Microsoftovo podružnico za vašo državo.

14. PROOF OF LICENSE
DOKAZILO O LICENCI

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.
Če ste programsko opremo prejeli na disku ali drugem mediju, dokazuje avtentična nalepka Microsoft Proof of License (Dokazilo o licenci) na izvodu programske opreme, da je programska oprema licencirana. Da je ta nalepka veljavna, mora biti nameščena na Microsoftovi embalaži in ne sme biti dobavljena ločeno. Če nalepko prejmete ločeno, ni veljavna. Shranite embalažo z nameščeno nalepko za dokazilo, da imate licenco za uporabo programske opreme. Za prepoznavanje avtentične Microsoftove programske opreme si oglejte stran www.howtotell.com.

15. TRANSFER TO A THIRD PARTY
PRENOS NA TRETJO OSEBO

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.
Prvi uporabnik programske opreme lahko slednjo in to pogodbo prenese neposredno na drugega končnega uporabnika kot del prenosa integrirane aplikativne programske opreme na ključ ali zbirke aplikacij ("Enotna rešitev"), ki jo prejmete od ali v imenu Izdajatelja licence izključno kot del Enotne rešitve. Pred prenosom mora ta končni uporabnik pristati, da ta pogodba velja za prenos in uporabo programske opreme. Prenos mora vključevati programsko opremo in nalepko z Dokazilom o licenci. Prvi uporabnik ne sme zadržati nobenega primerka programske opreme, razen v primeru, da ta uporabnik obdrži tudi licenco za programsko opremo.

16. EXPORT RESTRICTIONS
IZVOZNE OMEJITVE

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.
Za programsko opremo veljajo izvozni zakoni in predpisi Združenih držav Amerike. Izpolnjevati morate vse domače in mednarodne izvozne zakone in predpise, ki veljajo za programsko opremo. Ti zakoni vključujejo omejitve glede destinacij, končnih uporabnikov in končne uporabe. Dodatne informacije najdete na spletni strani www.microsoft.com/exporting.

17. ENTIRE AGREEMENT
CELOTNA POGODBA

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.
Ta pogodba in pogoji za dodatke, posodobitve in spletne storitve, ki jih uporabljate, predstavljajo celotno pogodbo za programsko opremo.

18. LEGAL EFFECT
PRAVNA VELJAVA

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.
Ta pogodba navaja določene pravno veljavne pravice. V skladu z zakoni svoje države imate morda drugačne pravice. Lahko imate tudi pravice glede Izdajatelja licence, od katerega ste kupili programsko opremo. Ta pogodba ne spreminja vaših pravic v skladu z zakoni vaše države, če ti zakoni tega ne dovoljujejo.

19. NOT FAULT TOLERANT
NEODPORNO NA NAPAKE

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.
PROGRAMSKA OPREMA NI ODPORNA NA NAPAKE. IZDAJATELJ LICENCE JE SAMOSTOJNO DOLOČIL, KAKO UPORABLJATI PROGRAMSKO OPREMO V INTEGRIRANI APLIKACIJI ALI ZBIRKI APLIKACIJ, KI SE VAM LICENCIRA, IN MICROSOFT SE ZANAŠA NA IZDAJATELJA LICENCE ZA IZVEDBO ZADOSTNEGA TESTIRANJA ZA DOLOČITEV, DA JE PROGRAMSKA OPREMA PRIMERNA ZA TAKŠNO UPORABO.

20. NO WARRANTIES BY MICROSOFT
BREZ JAMSTEV MICROSOFTA

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.
STRINJATE SE, DA V PRIMERU, ČE STE PREJELI KAKRŠNAKOLI JAMSTVA V ZVEZI S (A) PROGRAMSKO OPREMO OZIROMA (B) PROGRAMSKO APLIKACIJO ALI ZBIRKO APLIKACIJ, S KATERO STE KUPILI PROGRAMSKO OPREMO; TA JAMSTVA ZAGOTAVLJA SAMO IZDAJATELJ LICENCE TER NE IZVIRAJO IZ MICROSOFTA IN ZANJ NISO ZAVEZUJOČA.

21. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES
BREZ ODGOVORNOSTI MICROSOFTA ZA USTREZNO ŠKODO

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). MICROSOFT V NAJVEČJEM MOŽNEM OBSEGU, DOVOLJENEM Z VELJAVNO ZAKONODAJO, NI ODGOVOREN ZA KAKRŠNOKOLI POSREDNO, POSEBNO, POSLEDIČNO ALI NENAMERNO ŠKODO, NASTALO ZARADI ALI V POVEZAVI Z UPORABO ALI DELOVANJEM PROGRAMSKE OPREME OZIROMA PROGRAMSKE APLIKACIJE ALI ZBIRKE APLIKACIJ, S KATERIMI STE KUPILI PROGRAMSKO OPREMO, KAR MED DRUGIM VKLJUČUJE ZAKONSKO PREDPISANE KAZNI. TA OMEJITEV VELJA, TUDI ČE POPRAVKI NE IZPOLNIJO SVOJEGA NAMENA. MICROSOFT V NOBENEM PRIMERU NI ODGOVOREN ZA PLAČILO ZNESKA, KI PRESEGA DVESTO PETDESET AMERIŠKIH DOLARJEV (250,00 USD).

22. FOR AUSTRALIA ONLY
LE ZA AVSTRALIJO

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.
Sklici na "Omejeno garancijo" so sklici na izrecno Microsoftovo garancijo. Ta garancija vam je zagotovljena poleg drugih pravic in pravnih sredstev, ki vam pripadajo po zakonu, vključno s pravicami in pravnimi sredstvi v skladu z zakonskimi garancijami po Avstralski potrošniški zakonodaji (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.
Če Avstralska potrošniška zakonodaja velja za vaš nakup, velja za vas naslednje: Naše blago ima garancijo, ki je po Avstralski potrošniški zakonodaji ni mogoče izključiti. Upravičeni ste do zamenjave ali povračila denarnih sredstev v primeru težke okvare in do nadomestila za kakršnokoli razumno predvidljivo izgubo ali škodo. Upravičeni ste tudi do popravila ali zamenjave blaga, če njegova kakovost ni ustrezna in napaka ne velja za težko okvaro.

Microsoft® SQL Server™ 2012, Standard Edition (Core-based Runtime) Software
Programska oprema Microsoft® SQL Server™ 2012, Standard Edition (Core-based Runtime)

1. OVERVIEW
PREGLED

1.1. **Software**: The software includes
Programska oprema: Programska oprema vključuje
- server software, and
strežniško programsko opremo in
- additional software that may only be used with the server software directly, or indirectly through other additional software.
dodatno programsko opremo, ki jo je mogoče uporabiti samo neposredno s strežniško programsko opremo ali posredno preko dodatne programske opreme.

1.2. **License Model**: The software is licensed based on either the:
Licenčni model: Programska oprema je licencirana na podlagi možnosti:
- **Core License Model** – the number of physical and/or virtual cores in the server; or
Licenčni model za jedro – število fizičnih in/ali virtualnih jeder v strežniku ali
- **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.
Strežnik in Odjemalec – število primerkov strežniške programske opreme, ki jo izvajate, in število naprav in uporabnikov, ki dostopajo do primerkov strežniške programske opreme.

1.3. **Licensing Terminology**:
Licenčna terminologija:
- **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.
Primerek: "Primerek" programske opreme ustvarite z izvedbo nastavitev programske opreme ali s postopkom namestitve. Primerek programske opreme izdelate tudi tako, da podvojite obstoječi primerek. Sklici na programsko opremo v tej pogodbi vključujejo "primerke" programske opreme.
- **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.
Zagon primerka: "Zagon primerka" programske opreme izvedete tako, da primerek prenesete v pomnilnik in izvedete eno ali več navodil zanj. Ko je primerek zagnan, velja, da se izvaja (ne glede na to, ali se navodila še naprej izvajajo ali ne), dokler ni odstranjen iz pomnilnika.
- **Operating System Environment** (“**OSE**”): An “operating system environment” or “OSE” is
Okolje operacijskega sistema ("**OOS**): "Okolje operacijskega sistema" ali "OOS" je
    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
    celotni primerek operacijskega sistema ali njegov del oziroma celotni virtualni (ali drugače emulirani) primerek operacijskega sistema ali njegov del, ki zagotavlja ločeno identiteto naprave (primarno ime računalnika ali podoben enolični identifikator) ali ločene administrativne pravice; in
    ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.
    instance ali aplikacije, če obstajajo, konfigurirane za izvajanje na instanci operacijskega sistema ali prej določenih delih.

A physical hardware system can have either or both of the following:
Fizični sistem strojne opreme ima lahko eno ali oboje od naštetega:

- one physical operating system environment;
  eno fizično okolje operacijskega sistema;
- one or more virtual operating system environments.
  eno ali več virtualnih okolij operacijskega sistema.

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.
Fizično okolje operacijskega sistema je konfigurirano za izvajanje neposredno na fizičnem sistemu strojne opreme. Primerek operacijskega sistema, ki se uporablja za izvajanje programske opreme za virtualizacijo strojne opreme ali za zagotavljanje storitev virtualizacije strojne opreme (npr. Microsoftova virtualizacijska tehnologija ali podobne tehnologije), velja za del fizičnega okolja operacijskega sistema.
A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
Virtualno okolje operacijskega sistema je konfigurirano za izvajanje v virtualnem (ali drugače emuliranem) sistemu strojne opreme.

- **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.
  Strežnik: Strežnik je fizični sistem strojne opreme z zmožnostjo izvajanja strežniške programske opreme. Particija ali rezina strojne opreme je ločen fizični sistem strojne opreme.
- **Physical Core**: A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
  Fizično jedro: Fizično jedro je jedro v fizičnem procesorju. Fizični procesor je sestavljen iz enega ali več fizičnih jeder.
- **Hardware Thread**: A hardware thread is either a physical core or a hyper-thread in a physical processor.
  Nit strojne opreme: Nit strojne opreme je fizično jedro ali hipernit v fizičnem procesorju.
- **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.
  Virtualno jedro: Virtualno jedro je enota procesorske moči v virtualnem (ali drugače emuliranem) sistemu strojne opreme. Virtualno jedro je virtualna oblika ene ali več niti strojne opreme. Virtualni OOS-ji uporabljajo eno ali več virtualnih jeder.
- **Assigning a License**: To assign a license is to designate that license to a server, device or user as indicated below.
  Dodelitev licence: Dodelitev licence pomeni dodelitev te licence strežniku, napravi ali uporabniku, kot je navedeno spodaj.
- **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.
  Faktor za jedra: Faktor za jedra je številka vrednost, povezana z ustreznim fizičnim procesorjem za namen določanja števila licenc, potrebnih za licenciranje vseh fizičnih jeder v strežniku.

2. USE RIGHTS FOR CORE LICENSE MODEL
PRAVICE UPORABE ZA LICENČNI MODEL ZA JEDRO

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.
Licenciranje strežnika: Pred zagonom primerkov strežniške programske opreme na strežniku morate določiti potrebno število licenc za programsko opremo in te licence dodeliti temu strežniku, kot je opisano v nadaljevanju.

2.2. **Determining the Number of Licenses Required**: You have two license options:
Določitev števila potrebnih licenc: Obstajata dve možnosti licenc:

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.
Fizična jedra na strežniku: Licenciranje je mogoče na podlagi vseh fizičnih jeder v strežniku. Če izberete to možnost, je število zahtevanih licenc enako številu fizičnih jeder v strežniku, pomnoženem z veljavnim faktorjem za jedra, na voljo na povezavi 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.
Licenciranje je mogoče na podlagi virtualnih OOS-jev znotraj strežnika, v katerem se izvaja strežniška programska oprema. Če izberete to možnost, potrebujete za vsak virtualni OOS, v katerem se izvaja strežniška programska oprema, število licenc, enako številu virtualnih jeder v virtualnem OOS, z minimalno zahtevanimi štirimi licencami na virtualni OOS. Poleg tega potrebujete licenco za vsako dodatno nit strojne opreme, preslikano v to virtualno jedro, če je katerokoli od teh virtualnih jeder kadarkoli preslikano v več kot eno nit strojne opreme. Te licence štejejo k minimalno zahtevanim štirim licencam na virtualni OOS.

2.3. **Assigning the Required Number of Licenses to the Server**:
Dodelitev potrebnega števila licenc strežniku:

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.
Začetna dodelitev: Ko določite število licenc za programsko opremo, zahtevanih za strežnik, morate to število licenc dodeliti temu strežniku. Strežnik, ki mu je dodeljena licenca, velja za "licencirani strežnik" za tako licenco. Licence ne smete dodeliti več kot enemu strežniku. Particija ali rezina strojne opreme velja za ločen strežnik.
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.

Predodelitev: Dodelitev licence lahko spremenite, vendar ne prej kot 90 dni po zadnji dodelitvi. Dodelitev licence lahko spremenite prej, če licencirani strežnik umaknete zaradi trajne okvare strojne opreme. Če dodelitev licence spremenite, bo strežnik, kateremu boste na novo dodelili licenco, postal novi licencirani strežnik za to licenco.

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:
Izvajanje primerkov na strežniški programski opremi: Vaša pravica za zagon primerkov strežniške programske opreme je odvisna od izbrane možnosti za ugotavljanje števila zahtevanih licenc za programsko opremo:

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.
Fizična jedra v strežniku: Za vsak strežnik, ki ste mu dodelili zahtevano število licenc, kot je navedeno v 2.2(a) členu, lahko v licenciranem strežniku izvajate poljubno število primerkov strežniške programske opreme v fizičnem OOS.

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.
Posamezni virtualni OOS-ji: Za vsak virtualni OOS, ki ste mu dodelili zahtevano število licenc, kot je navedeno v 2.2(b) členu, lahko v tem virtualnem OOS izvajate poljubno število primerkov programske opreme.

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.
Izvajanje primerkov dodatne programske opreme: Lahko izvajate ali kako drugače uporabljate poljubno število primerkov spodaj navedene dodatne programske opreme v fizičnih ali virtualnih OOS-jih na poljubnem številu naprav. Dodatno programsko opremo lahko uporabljate samo neposredno ali posredno s strežniško programsko opremo prek druge dodatne programske opreme.

- Business Intelligence Development Studio
  Business Intelligence Development Studio
- Client Tools Backward Compatibility
  Povratna združljivost orodij odjemalca
- Client Tools Connectivity
  Povezljivost orodij odjemalca
- Client Tools SDK
  SDK orodij odjemalca
- Data Quality Client
  Odjemalec Data Quality
- Data Quality Services
  Storitve Data Quality
- Distributed Replay Client
  Distribuirani odjemalec za ponovno predvajanje
- Distributed Replay Controller
  Distribuirani krmilnik za vnovično predvajanje
- Management Tools - Basic
  Orodja za upravljanje - osnovno
- Management Tools - Complete
  Orodja za upravljanje - popolno
- Reporting Services – SharePoint
  Storitve poročanja – SharePoint
- Reporting Services Add-in for SharePoint Products
  Dodatek storitev poročanja za produkte SharePoint
- Master Data Services
  Storitve matičnih podatkov
- Sync Framework
  Sync Framework
- SQL Client Connectivity SDK
  SQL Client Connectivity SDK
- SQL Server 2012 Books Online
  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.
Ustvarjanje in shranjevanje primerkov v vašem strežniku ali pomnilnih medijih: Imate dodatne pravice, navedene spodaj, za vsako kupljeno licenco za programsko opremo.

a) You may create any number of instances of the server software and additional software.
Izdelate lahko poljubno število primerkov strežniške programske opreme in dodatne programske opreme.

b) You may store instances of the server software and additional software on any of your servers or storage media.
Primerke strežniške programske opreme in dodatne programske opreme lahko shranite na kateremkoli svojem strežniku ali pomnilnem mediju.

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).
Primerke strežniške programske opreme in dodatne programske opreme lahko izdelujete ali shranjujete izključno za uresničevanje svojih pravic za izvajanje primerkov strežniške programske opreme v okviru katerekoli svoje licence za programsko opremo, kot je opisano (npr. primerkov ne smete distribuirati tretjim osebam).

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.
Licence za dostop odjemalca (licence CAL) niso obvezne za dostop: Po tem licenčnem modelu za jedro za dostopanje do svojih primerkov strežniške programske opreme ne potrebujete licenc CAL za druge naprave.

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
Programska oprema za namensko uporabo: Programska oprema je "Programska oprema za namensko uporabo", zato jo je dovoljeno uporabljati samo za izvajanje Enotne rešitve in le kot del Enotne rešitve. Programske opreme ni dovoljeno uporabljati:

- to develop any new software applications;
za razvoj novih programskih aplikacij;
- in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
v povezavi z drugimi programskimi aplikacijami, bazami podatkov ali tabelami, ki niso vsebovane v Enotni rešitvi; in/ali
- 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.
kot samostojno programsko aplikacijo. To določilo pa vam ne prepoveduje uporabe orodja za izvajanje poizvedb ali poročil iz obstoječih tabel.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL
PRAVICE UPORABE ZA LICENČNI MODEL ZA DOSTOP STREŽNIK + ODJEMALEC

3.1. **Assigning the License to the Server**:
Dodeljevanje Licence Strežniku:

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.
Začetna dodelitev: Pred izvajanjem kateregakoli primerka strežniške programske opreme z licenco za programsko opremo morate to licenco dodeliti enemu svojih strežnikov. Ta strežnik je "licencirani strežnik" za to licenco. Iste licence ne morete dodeliti več kot enemu strežniku, lahko pa dodelite druge licence za programsko opremo istemu strežniku. Particija ali rezina strojne opreme velja za ločen strežnik.

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.
Predodelitev: Dodelitev licence za programsko opremo lahko spremenite, vendar ne prej kot 90 dni po zadnji dodelitvi. Dodelitev licence za programsko opremo lahko spremenite tudi prej, če licencirani strežnik umaknete zaradi trajne odpovedi strojne opreme. Če dodelitev licence spremenite, bo strežnik, kateremu boste na novo dodelili licenco, postal novi licencirani strežnik za to licenco.

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.
Izvajanje primerkov strežniške programske opreme: Za vsako licenco za programsko opremo, ki jo dodelite strežniku, lahko hkrati izvajate poljubno število primerkov strežniške programske opreme v enem fizičnem ali virtualnem OOS v licenciranem strežniku.

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.
Izvajanje primerkov dodatne programske opreme: Lahko izvajate ali kako drugače uporabljate poljubno število primerkov spodaj navedene dodatne programske opreme v fizičnih ali virtualnih OOS-jih na poljubnem številu naprav. Dodatno programsko opremo lahko uporabljate samo neposredno ali posredno s strežniško programsko opremo prek druge dodatne programske opreme.

- Business Intelligence Development Studio
Business Intelligence Development Studio
- Client Tools Backward Compatibility
Povratna združljivost orodij odjemalca
- Client Tools Connectivity
Povezljivost orodij odjemalca
- Client Tools SDK
SDK orodij odjemalca
- Data Quality Client
Odjemalec Data Quality
- Data Quality Services
Storitve Data Quality
- Distributed Replay Client
Distribuirani odjemalec za ponovno predvajanje
- Distributed Replay Controller
Distribuirani krmilnik za vnovično predvajanje
- Management Tools - Basic
Orodja za upravljanje - osnovno
- Management Tools - Complete
Orodja za upravljanje - popolno
- Reporting Services – SharePoint
Storitve poročanja – SharePoint
- Reporting Services Add-in for SharePoint Products
Dodatek storitev poročanja za produkte SharePoint

- Master Data Services
  Storitve matičnih podatkov
- Sync Framework
  Sync Framework
- SQL Client Connectivity SDK
  SQL Client Connectivity SDK
- SQL Server 2012 Books Online
  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.
Ustvarjanje in shranjevanje primerkov v vašem strežniku ali pomnilnih medijih: Imate dodatne pravice, navedene spodaj, za vsako kupljeno licenco za programsko opremo.

a) You may create any number of instances of the server software and additional software.
Izdelate lahko poljubno število primerkov strežniške programske opreme in dodatne programske opreme.

b) You may store instances of the server software and additional software on any of your servers or storage media.
Primerke strežniške programske opreme in dodatne programske opreme lahko shranite na kateremkoli svojem strežniku ali pomnilnem mediju.

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).
Primerke strežniške programske opreme in dodatne programske opreme lahko izdelujete ali shranjujete izključno za uresničevanje svojih pravic za izvajanje primerkov strežniške programske opreme v okviru katerekoli svoje licence za programsko opremo, kot je opisano (npr. primerkov ne smete distribuirati tretjim osebam).

3.5. Client Access Licenses (CALs):
Licence za dostop odjemalca (licence CAL):

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.
Začetna dodelitev licenc CAL: Za vsako napravo ali uporabnika, ki dostopa do vaših primerkov strežniške programske opreme neposredno ali posredno, morate pridobiti in dodeliti licenco CAL za SQL Server 2012. Particija ali rezina strojne opreme velja za ločeno napravo.

- You do not need CALs for any of your servers licensed to run instances of the server software.
  Licenc CAL ne potrebujete za nobenega od svojih strežnikov, licenciranih za izvajanje instanc strežniške programske opreme.
- 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.
  Licenc CAL ne potrebujete za do dve napravi ali dva uporabnika, ki dostopata do vaših primerkov strežniške programske opreme samo z namenom upravljanja teh primerkov.
- 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.
  Vaše licence CAL dovolijo dostop do vaših primerkov starejših različic, vendar ne novejših od strežniške programske opreme. Če dostopate do primerkov starejše različice, lahko uporabite tudi licence CAL, ki ustrezajo tej različici.

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.
Tipi licenc CAL: Obstajata dva tipa licenc CAL, eden za naprave in drug za uporabnike. Vsaka licenca CAL za napravo dovoli eni napravi, ki jo uporablja katerikoli uporabnik, da dostopa do primerkov strežniške programske opreme na vaših licenciranih strežnikih. Vsaka licenca CAL za uporabnika dovoli enemu uporabniku, ki uporablja katerokoli napravo, da dostopa do primerkov strežniške programske opreme na vaših licenciranih strežnikih. Uporabite lahko kombinacijo licenc CAL za naprave in uporabnike.

c) **Reassignment of CALs**: You may
Predodelitev licenc CAL: Dovoljeno je naslednje:

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
  dodelitev licence CAL za naprave lahko trajno spremenite z ene naprave drugi, ali licenco CAL svojega uporabnika dodelite drugemu uporabniku; ali
- 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.
  začasno prerazporedite svojo licenco CAL za naprave nadomestni napravi, kadar prva naprava ne deluje, oziroma svojo licenco CAL za uporabnika začasnemu delavcu v času odsotnosti uporabnika.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
DODATNE LICENČNE ZAHTEVE IN/ALI PRAVICE UPORABE

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.
Druge različice: Programska oprema lahko vključuje več kot eno različico, npr. 32-bitno in 64-bitno. Za vsak primerek programske opreme, ki ga smete ustvariti, hraniti in izvajati, lahko uporabite katerokoli različico.

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.
Največje število primerkov: Programska oprema ali vaša strojna oprema lahko omejuje število primerkov strežniške programske opreme, ki jih lahko izvajate v fizičnih ali virtualnih OOS-jih na strežniku.

4.3. **Multiplexing**: Hardware or software you use to
Multipleksiranje: Strojna ali programska oprema, ki jo uporabljate za

- pool connections,
  zbiranje povezav,
- reroute information, or
  preusmerjanje informacije in
- reduce the number of devices or users that directly access or use the software
  zmanjšanje števila naprav ali uporabnikov, ki neposredno dostopajo do ali uporabljajo programsko opremo

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
(včasih poimenovano "multipleksiranje" ali "zbiranje"), ne zmanjša števila licenc nobene vrste, ki jo potrebujete.

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.
Brez Ločevanja strežniške programske opreme: Strežniške programske opreme ne smete ločevati za uporabo v več kot enem OOS z enim primerkom, razen če je to izrecno dovoljeno. To velja tudi, če so OOS-ji v istem fizičnem sistemu strojne opreme.

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.
Strežnik za preklop ob izpadu: Za katerikoli OOS, v katerem izvajate primerke strežniške programske opreme, lahko za začasno podporo izvajate največ enako število pasivnih primerkov za preklop ob izpadu v ločenem OOS. Pasivne primerke za preklop ob izpadu lahko izvajate na strežniku, ki ni licencirani strežnik. Če ste licencirali strežniško programsko opremo iz 2.2(a) člena in je OOS, v katerem izvajate pasivne instance za preklop ob izpadu, v ločenem strežniku, število fizičnih jeder v ločenem strežniku ne sme preseči števila fizičnih jeder v licenciranem strežniku, faktor za jedra za fizične procesorje v tem strežniku pa mora biti enak ali manjši od faktorja za jedra za fizične procesorje v licenciranem strežniku. Če ste licencirali strežniško programsko opremo iz 2.2(b) člena, število niti strojne opreme, uporabljenih v tem ločenem OOS, ne sme preseči števila niti strojne opreme, uporabljenih v ustreznem OOS, v katerem se izvajajo aktivni primerki.

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:
Predmet poročila zemljevida storitev poročanja za SQL Server: Programska oprema lahko vključuje funkcije, ki prikličejo vsebino, kot so zemljevidi, slike in drugi podatki, z aplikacijskim programskim vmesnikom za Zemljevide Bing (ali nasledniki blagovne znamke) ("API-ji za Zemljevide Bing"). Namen teh funkcij je izdelati poročila, ki prikazujejo podatke na zemljevidih ter zračnih in hibridnih slikah. Če so te funkcije vključene, jih lahko uporabite za ustvarjanje in pregledovanje dinamičnih ali statičnih dokumentov. To je mogoče izvesti le v povezavi z metodami in z uporabo sredstev za dostop, integriranih v programsko opremo. Sicer ne smete kopirati, hraniti, arhivirati ali izdelati baze podatkov z vsebino, ki je na voljo prek API-jev za Zemljevide Bing. Naslednjega ne smete uporabiti v nobenem primeru, četudi je na voljo prek API-jev za Zemljevide Bing:

- Bing Maps APIs to provide sensor based guidance/routing, or
  API-jev za Zemljevide Bing za zagotavljanje usmerjanja/vodenja z uporabo senzorjev, ali
- any Road Traffic Data or Bird’s Eye Imagery (or associated metadata.
  Nobenih Cestno prometnih podatkov ali Slik iz ptičje perspektive (ali povezanih metapodatkov).

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.
Za vašo uporabo API-jev za Zemljevide Bing in povezanih vsebin veljajo dodatni pogoji na povezavi http://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.
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6. BENCHMARK TESTING
PRIMERJALNI TESTI

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).
Predhodno morate pridobiti Microsoftovo pisno odobritev za razkritje rezultatov primerjalnih testov programske opreme tretji osebi. To pa ne velja za Microsoft .NET Framework (glejte spodaj).

7. .NET FRAMEWORK SOFTWARE
PROGRAMSKA OPREMA .NET FRAMEWORK

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
Programska oprema vsebuje Microsoftovo programsko opremo .NET Framework. Ta programska oprema je del operacijskega sistema Windows. Licenčni pogoji za operacijski sistem Windows veljajo za vašo uporabo programske opreme .NET Framework.

8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING
PRIMERJALNI TESTI ZA 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 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.

Programska oprema vključuje eno ali več komponent .NET Framework (**"Komponente .NET"**). Za te komponente lahko izvedete interne primerjalne teste. Rezultate vseh primerjalnih preizkusov za te komponente lahko razkrijete, če izpolnjujete pogoje, navedene na naslovu http://go.microsoft.com/fwlink/?LinkID=66406. Ne glede na vse druge dogovore, ki ste jih morda sklenili z Microsoftom, če razkrijete rezultate takega primerjalnega preizkusa, ima družba Microsoft pravico, da razkrije rezultate primerjalnih preizkusov, izvedenih za vaše produkte, konkurenčne ustrezni komponenti .NET, pod pogojem, da izpolnjuje iste pogoje, navedene na povezavi http://go.microsoft.com/fwlink/?LinkID=66406.

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Naredite lahko eno varnostno kopijo medija programske opreme. Uporabljate jo lahko samo za izdelavo primerkov programske opreme.

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Dodatek 5 - Pogoji za posredovanje za direktorije

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1. INTERPRETATION
INTERPRETACIJA

1.1. Definitions
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"Pogodba" pomeni to pogodbo za dobavo in licenciranje Rešitve za Končnega uporabnika, in vključuje Načrte.
"**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" pomeni avstralsko poštno družbo (Australian Postal Corporation), vključno z vsemi referenti, zaposlenimi, zastopniki in izvajalci družbe Australia Post.
"**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.
"Podatki družbe Australia Post" so vsi nizi podatkov, ki jih Australia Post dobavi in licencira za Izdajatelja licence in za katere Izdajatelj licence podeli licenco Končnemu uporabniku, kot je določeno v vsakem Načrtu.
"**Business Day**" means a day other than a Saturday, Sunday or gazetted public holiday in Victoria, Australia or an Australia Post authorised holiday.
"Delovni dan" je katerikoli dan, ki ni sobota, nedelja ali uradni praznik v Viktoriji v Avstraliji, ali pa je praznik, ki ga upošteva družba Australia Post.
"**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.
"Zahtevek" je vsaka trditev, dolg, pravna podlaga za tožbo, odgovornost, zahtevek, postopek, tožba ali zahteva v kakršnikoli obliki, trenutna ali prihodnja, določena ali nedoločena, dejanska ali pogojna, v skladu z zakonodajo ali drugače.
"**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.
"Skupina družb" je skupina Posameznih pravnih subjektov, ki jo sestavljajo Lastnik skupine družb in do devet imenovanih Podružnic (kot je opredeljeno v zakonu o gospodarskih družbah) Lastnika skupine družb.

"**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.
"Lastnik skupine družb" je Posamezni pravni subjekt, ki je Krovna družba (kot je opredeljeno v zakonu o gospodarskih družbah) vseh drugih subjektov Skupine družb.
"**Corporations Act**" means the Corporations Act 2001 (Cth).
"Zakon o gospodarskih družbah" je avstralski zakon o gospodarskih družbah (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.
"Končni uporabnik" je Posamezni pravni subjekt ali Lastnik skupine družb, ki ga je Izdajatelj licence v skladu s to Pogodbo pooblastil za uporabo Rešitve.
"**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.
"Pravice intelektualne lastnine" so vse pravice intelektualne lastnine, vključno s trenutnimi in prihodnjimi registriranimi in neregistriranimi pravicami v zvezi z avtorskimi pravicami, dizajnom, vezji, blagovnimi znamkami, znanji, zaupnimi podatki, patenti, izumi, imeni domen in odkritji ter vso drugo intelektualno lastnino, kot je opredeljeno v 2. členu konvencije, s katero je bila leta 1967 vzpostavljena Svetovna organizacija za intelektualno lastnino (World Intellectual Property Organisation).
"**Loss**" means any damage, loss, cost and expense (including legal and other professional advisors' costs and expenses) suffered by a party.
"Izguba" je kakršnakoli škoda, izguba, strošek in izdatek (vključno s stroški in izdatki za pravne in druge strokovne svetovalce), ki jih utrpi pogodbena stranka.
"**Material Term**" means clauses 3.1.c), 3.1.d) and 4 of this Agreement.
"Bistveni pogoji" so členi 3.1.c), 3.1.d) in 4 te Pogodbe.
"**Permitted Purpose**" means the permitted purpose as defined in the relevant Schedule.
"Dovoljeni namen" je dovoljeni namen, kot je opredeljen v ustreznem Načrtu.
"**Personal Information**" has the meaning given in the Privacy Act 1988 (Cth) (as amended).
"Osebni podatki" so opredeljeni v Zakonu o zasebnosti iz leta 1988 Privacy Act 1988 (Cth) (in njegovih spremembah).
"**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).
"Zakon o zasebnosti" pomeni vso zakonodajo, načela, kodekse in politike Britanske skupnosti narodov, Držav in Območij v zvezi z zbiranjem, uporabo, razkritjem, hrambo ali podelitvijo pravic za dostop do Osebnih podatkov, kar med drugim vključuje Zakon o zasebnosti iz leta 1988 (Privacy Act 1988) (in njegove občasne spremembe).
"**Prohibited Purpose**" means each of the prohibited purposes as defined in the relevant Schedule.
"Nedovoljeni namen" je vsak nedovoljeni namen, kot je opredeljen v ustreznem Načrtu.
"**Related Body Corporate**" has the meaning in the Corporations Act.
"Povezana korporacija" je opredeljena v Zakonu o gospodarskih družbah.
"**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.
"**Predstavnik**" pogodbene stranke je zaposleni, zastopnik, vodstveni delavec, direktor, svetovalec, izvajalec ali podizvajalec te pogodbene stranke ali njene Povezane korporacije.
"**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.
"**Posamezni pravni subjekt**" pomeni posamezno osebo, korporacijo ali drugo pravno osebo in za namene vlade pomeni posamezno Agencijo, kot je opredeljeno v zakonu o finančnem obvladovanju in odgovornosti iz leta 1997 (Financial Management and Accountability Act 1997) , oz. posamezni organ ali družbo Britanske skupnosti narodov po zakonu o zveznih oblasteh in družbah iz leta 1997 (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.
"**Rešitev**" pomeni rešitev Izdajatelja licence (vključno s programsko opremo, produkti in/ali storitvami), ki vključuje, reproducira, obsega ali uporablja Podatke Australia Post ali njihova izpeljana dela, ter za katero ima Končni uporabnik licenco v skladu s to Pogodbo za končne uporabnike.
"**Subsidiary**" has the meaning given in the Corporations Act.
"**Podružnica**" je opredeljena v Zakonu o gospodarskih družbah.

2. LICENCE
LICENCA

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.
Izdajatelj licence podeli Končnemu uporabniku za obdobje veljavnosti te Pogodbe neizključno, neprenosljivo, preklicno licenco za uporabo Rešitve le za Dovoljene namene za vsak veljavni Načrt v skladu s pogoji, določenimi v tej Pogodbi, in za veljavni Načrt, za katerega veljajo vsi pogoji in omejitve, določeni v Dovoljenem namenu.

2.2. If a Schedule includes other terms and conditions, then those terms and conditions will apply, but only in respect of that Schedule.
Če Načrt vključuje druge pogoje, veljajo slednji, vendar le za ta Načrt.

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.
Kakršnekoli pravice, ki Končnemu uporabniku niso izrecno podeljene v skladu s to Pogodbo, so pridržane v zakonsko dovoljenem obsegu. Brez omejevanja prejšnjega stavka pa Končni uporabnik ne sme uporabljati Rešitve za noben Nedovoljeni namen. Če za določen namen v Načrtu veljata obe opredelitvi, za Dovoljeni in Nedovoljeni namen, je tak namen za namene tega Načrta Nedovoljeni namen.

2.4. For the avoidance of doubt, the End User shall not:
V pojasnilo: Končni uporabnik ne sme:

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
reproducirati, kopirati, spreminjati, dopolnjevati, dodeljevati, distribuirati, prenašati, podeljevati podlicenc, izvajati povratnih procesov sestavljanja ali prevajanja, združevati ali kako drugače obdelovati, izkoriščati oz. tržiti Podatkov Australia Post ali njihovih delov (ali neposredno oz. posredno dovoliti ali povzročiti, da to stori tretja oseba), vključno z uporabo Podatkov Australia Post za izpeljavo drugih rešitev (vključno s programsko opremo, produkti in/ali storitvami), razen če je v tej Pogodbi izrecno drugače določeno; in

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.
ustvariti Produkta (kot je opredeljeno spodaj) ali drugih izpeljanih del iz Podatkov Australia Post in jih tržiti kot svoje, razen če je ta Produkt namenjen izključno za enega od Dovoljenih namenov Končnega uporabnika. "Produkt" je vse, kar izdela Končni uporabnik in je sestavljeno iz kakršnegakoli dela Podatkov Australia Post, takšen del vključuje ali pa je izdelan z njegovo uporabo, in kar je mogoče izdelati v kakršnikoli obliki, vključno z vsemi napravami, rešitvami, programsko opremo ali bazo podatkov ter je lahko v pisni ali elektronski obliki.

2.5. This clause 2 (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.
Ta 2. člen (in Nedovoljeni nameni) ne preprečuje Končnemu uporabniku razkritja Podatkov Australia Post v zakonsko zahtevanem obsegu, če Končni uporabnik uporablja vsa razumna in pravna sredstva za zmanjšanje obsega razkritja, in zahteva od prejemnika, da ohrani Podatke Australia Post zaupne.

3. WARRANTIES AND ACKNOWLEDGEMENTS
JAMSTVA IN POTRDITVE

3.1. The End User represents and warrants that:
Končni uporabnik zagotavlja in jamči, da:

a) it has full capacity, power and authority to enter into this Agreement;
ima polno sposobnost, pooblastilo in pravico skleniti to Pogodbo,

b) it will fully and completely comply with all of the terms and conditions of this Agreement);
bo povsem spoštoval vse pogoje iz te Pogodbe,

c) it will only use the Solution for the Permitted Purposes and in accordance with the terms and conditions set out in this Agreement;
bo uporabljal le Rešitev za Dovoljene namene in v skladu s pogoji, določenimi v tej Pogodbi,

d) it will not use the Solution for any Prohibited Purpose;
ne bo uporabljal Rešitve za noben Nedovoljeni namen;

e) it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and
ne bo delal predstavitev ter dajal izjav ali obljub v zvezi z družbo Australia Post ter za to tudi ni pooblaščen, in

f) it has not relied on any representation made by Australia Post in entering into the Agreement.
se pri sklepanju Pogodbe ni zanašal na nobeno izjavo družbe Australia Post.

3.2. Without limiting clause 3.1, the End User acknowledges and agrees that, to the extent permitted by law:

3.3. Brez omejevanja 3.1 člena Končni uporabnik priznava in se strinja, da v zakonsko dovoljenem obsegu:

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;
Australia Post ne daje izjav in ne nudi jamstva za natančnost, vsebino, popolnost ali delovanje Podatkov Australia Post niti za odsotnost virusov;

b) the Australia Post Data is not complete and it may contain errors; and
Podatki Australia Post niso popolni in lahko vsebujejo napake; in

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.
Podatki Australia Post lahko vključujejo podatke, pridobljene od tretjih oseb. Končni uporabnik se strinja, da bo izpolnjeval vse pogoje tretje osebe, za katere je Končni uporabnik seznanjen, da veljajo za podatke tretje osebe, na katere se sklicuje ta Pogodba.

4. CONFIDENTIALITY AND SECURITY
ZAUPNOST IN VARNOST

4.1. The End User must ensure that while the Solution is in its possession or control:
Končni uporabnik mora za čas, ko razpolaga z Rešitvijo in je ta pod njegovim nadzorom:

a) it provides proper and secure storage for the Solution; and
zagotoviti primerno in varno hrambo za Rešitev, in

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);
uporabiti enako raven varnosti za zaščito Rešitve, kot jo uporablja za zaščito lastnih zaupnih podatkov (vendar ne nižje, kot bi bilo razumno za zaščito zaupnih podatkov),

c) it takes all reasonable steps to ensure that the Solution is protected at all times from unauthorised access, misuse, damage or destruction.
izvesti vse ustrezne ukrepe, da zagotovi, da je Rešitev ves čas zaščitena pred nepooblaščenim dostopom, zlorabo, poškodbo ali uničenjem.

4.2. The provisions of clause 4 apply to all forms of media upon which the Solution is kept or transmitted.
Določila 4 člena veljajo za vse oblike medijev, v katerih se Rešitev hrani ali s katerimi se prenaša.

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.
Končni uporabnik mora zagotoviti, da se vse kopije Rešitve obravnavajo po tehtnem preudarku Izdajatelja licence ali družbe Australia Post.

4.4. This clause 4 will survive termination or expiry of the Agreement.
Ta 4. člen velja tudi po odpovedi ali koncu veljavnosti Pogodbe.

5. PRIVACY
ZASEBNOST

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.
Pogodbene stranke priznavajo, da Rešitev sama po sebi ne predstavlja Osebnih podatkov, vendar pa je pri njeni uporabi mogoče razumno odkriti identiteto posameznikov.

5.2. The End User agrees:
Končni uporabnik se strinja, da:

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;
je dolžan zagotoviti, da pri uresničevanju pravic iz te Pogodbe in uporabi Rešitve ne krši Zakona o zasebnosti,

b) to use or disclose Personal Information obtained during the course of this Agreement only for the purposes of this Agreement;
lahko Osebne podatke, ki jih pridobi v času veljavnosti te Pogodbe, uporabi ali razkrije le za namene te Pogodbe,

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;
bo izvedel vse primerne ukrepe, da Osebne podatke, s katerimi razpolaga ali jih nadzira v zvezi s to Pogodbo, zaščiti pred izgubo in nepooblaščenim dostopom, uporabo, spremembami ali razkritjem,

d) not to do any act or engage in any practice that would breach any Privacy Law;
ne bo izvedel ničesar ali sodeloval pri ničemer, kar bi kršilo Zakon o zasebnosti,

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;
bo takoj obvestil Izdajatelja licence, če ugotovi kršitev ali možno kršitev katerekoli obveznosti iz tega člena ali obveznosti, na katero se ta člen sklicuje, ki jo zagreši Končni uporabnik, njegova Povezana korporacija ali katerikoli njegov Zastopnik,

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;
bo sodeloval z družbo Australia Post v primeru njenih utemeljenih zahtev ali preiskav na podlagi zahtev Urada avstralskega informacijskega pooblaščenca (Office of the Australian Information Commissioner (OAIC)) v skladu z Zakonom o zasebnosti ali Varuha človekovih pravic za poštni sektor v skladu z Zakonom o avstralski poštni družbi iz leta 1989 (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;
bo zagotovil, da se bo vsak, ki ima dostop do kakršnihkoli Osebnih podatkov, seznanil z Zakonom o zasebnosti in drugimi obveznostmi, na katere se sklicuje ta člen, ter pisno potrdil, da jih bo spoštoval,

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
se bo, če bo mogoče, ravnal po smernicah, ki jih v zvezi z ravnanjem z Osebnimi podatki občasno izda Urad avstralskega informacijskega pooblaščenca, in

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.
da se bo ravnal po navodilih družbe Australia Post in spoštoval kakršnakoli priporočila Urada avstralskega informacijskega pooblaščenca (OAIC) ali Varuha človekovih pravic za poštni sektor v zvezi z dejanji ali ravnanji Končnega uporabnika, za katerega Urad avstralskega informacijskega pooblaščenca ali Varuh človekovih pravic za poštni sektor menita, da krši obveznosti iz tega člena.

5.3. This clause 5 will survive termination or expiry of the Agreement.
Ta 5. člen velja tudi po odpovedi ali koncu veljavnosti Pogodbe.

6. INTELLECTUAL PROPERTY RIGHTS
PRAVICE INTELEKTUALNE LASTNINE

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.
Končni uporabnik se strinja, da so vse Pravice intelektualne lastnine v Podatkih Australia Post last družbe Australia Post in da to tudi ostanejo.

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.
Končni uporabnik mora čim prej obvestiti Izdajatelja licence, če ugotovi kakršnokoli dejansko kršitev Pravic intelektualne lastnine v Rešitvi ali Podatkih Australia Post, sumi na kršitev teh pravic ali predvideva, da bo do nje prišlo.

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.
Končni uporabnik mora Izdajatelju licence in/ali družbi Australia Post nuditi vso ustrezno podporo glede kakršnekoli dejanske, domnevne ali predvidene kršitve, na katero se sklicuje 6.2 člen.

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.
Če tretja oseba proti Končnemu uporabniku vloži Zahtevek, v katerem navede, da Rešitev krši njene Pravice intelektualne lastnine, mora Končni uporabnik takoj omogočiti Izdajatelju licence (ali družbi Australia Post, če je slednja odgovorna) nadzor nad obrambo zahtevka in kakršnimikoli povezanimi pogajanji pri poravnavi.

6.5. This clause 6 will survive termination or expiry of the Agreement.
Ta 6. člen velja tudi po odpovedi ali koncu veljavnosti Pogodbe.

7. AUDIT
NADZOR

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.
Končni uporabnik zagotovi za družbo Australia Post in/ali njene agente ob primernem predhodnem obvestilu, med 9.00 in 17.00 uro ob delovnih dneh, dostop z ustreznim spremstvom do svojih lokacij, računov in zapisov, pomembnih za Pogodbo, za namen preverjanja in nadzora Pogodbenih obveznosti Končnega uporabnika ("Nadzor") in bo pri Nadzoru ustrezno sodeloval in pomagal.

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.
Če se ugotovi (med Nadzorom ali drugače), da Končni uporabnik ni izpolnil obveznosti iz te Pogodbe, mora Končni uporabnik brez omejevanja drugih pravic ali pravnih sredstev na zahtevo Izdajatelja licence takoj izvesti vse potrebne korake, da popravi in/ali odpravi takšne neskladnosti.

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.
Stroške kakršnegakoli Nadzora, izvedenega v skladu s 7.1 členom, plača družba Australia Post, razen če Nadzor razkrije, da Končni uporabnik bistveno krši svoje obveznosti iz te Pogodbe, v tem primeru pa kje družba Australia Post upravičena, da ji Končni uporabnik povrne vse utemeljene stroške (vključno s plačili za zastopnike) v dvajsetih (20) Delovnih dneh od takšne zahteve.

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.
Pojasnilo: "Bistvena kršitev" za namene tega 7. člena med drugim vključuje kakršnokoli kršitev 6. člena glede Pravic intelektualne lastnine družbe Australia Post in kakršnokoli kršitev te Pogodbe.

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.
Če Končni uporabnik družbi Australia Post in/ali njenim zastopnikom ne odobri dostopa za namene Nadzora v skladu s tem 7. členom, mora Končni uporabnik plačati družbi Australia Post vse zadevne stroške, ki jih je imela družba Australia Post v povezavi s takšnim poskusom Nadzora v dvajsetih (20) Delovnih dneh od datuma računa družbe Australia Post v povezavi z zadevo, družba Australia Post pa lahko s pisnim obvestilom prekine dobavo Končnemu uporabniku in mu prepreči uporabo Rešitve.

8. LIABILITY
ODGOVORNOST

Australia Post not liable
Družba Australia Post nima odgovornosti

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.
V zakonsko dovoljenem obsegu družba Australia Post ni odgovorna Končnemu uporabniku za noben Zahtevek ali Izgubo, ki jo utrpi Končni uporabnik ali pa bi jo lahko utrpel zaradi te Pogodbe ali v povezavi z njo, in Končni uporabnik nepreklicno odvezuje družbo Australia Post od vseh takih Zahtevkov in Izgub.

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.
8.1 člen ne velja za noben Zahtevek ali Poslovno škodo, ki jo utrpi Končni uporabnik in izhaja iz kakršnekoli goljufije ali namerne kršitve družbe 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.
Družba Australia Post ne odgovarja Končnemu uporabniku za nobeno izgubo dobička, prihodka ali posla oz. posredno, posledično, posebno ali nenamerno Poslovno škodo, ki jo utrpi Končni uporabnik in izhaja iz te Pogodbe ali v zvezi z njo, v zakonsko dovoljenem obsegu, pri čemer 8.1 člen ni omejen. Ta izključitev velja, tudi če bi pogodbeni stranki lahko razumno predvideli tako Izgubo kot verjetno posledico kakršnekoli kršitve, ko sta sklenili to Pogodbo.

8.4. Indemnity
Zavarovanje posla

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:
Končni uporabnik mora braniti vsakega Izdajatelja licence, družbo Australia Post in njene Predstavnike (oškodovanci) ter jim povrniti škodo za vso Izgubo, če je taka Izguba neposredna ali posredna posledica naslednjih dogodkov:

a) any breach of a Material Term by the End User or its Representatives;
če Končni uporabnik ali njegovi Predstavniki kakorkoli kršijo Bistvene pogoje;

b) any unlawful act by the End User or its Representative in connection with this Agreement;
če Končni uporabnik ali njegovi Predstavniki izvedejo kakršnokoli nezakonito dejanje v zvezi s to Pogodbo.

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
kakršnekoli bolezni, poškodbe ali smrti katerekoli osebe, ki izhaja iz izvajanja te Pogodbe v obsegu, ki ga povzroči ali h kateremu prispeva malomarno ali nedopustno dejanje Končnega uporabnika ali njegovih Predstavnikov oz. njegove opustitve ali pa je to prispevalo k temu; ali

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,
kakršnakoli izguba ali škoda katerekoli lastnine katerekoli osebe, ki izhaja iz izvajanja te Pogodbe ali v povezavi z njo, v obsegu, ki ga povzroči ali h kateremu pripomore malomarno ali nedopustno dejanje Končnega uporabnika ali njegovega predstavnika, ali pa opustitev takšnega dejanja,

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.
razen če je Poslovna škoda neposredno povzročena zaradi malomarnosti, goljufije ali namernega nedopustnega dejanja odškodovancev oz. njihova opustitev dejanja.

8.6. This clause 8 will survive termination or expiry of the Agreement.
Ta 8. člen velja tudi po odpovedi ali koncu veljavnosti Pogodbe.

9. SUSPENSION AND TERMINATION
ZAČASNA IN TRAJNA ODPOVED

9.1. The Licensor may limit, suspend or terminate the End User's rights under this Agreement at any time upon notice when, and for the duration of the period during which:
Izdajatelj licence lahko kadarkoli z obvestilom omeji, začasno ali trajno prekine pravice Končnega uporabnika v skladu s to Pogodbo v naslednjih primerih in le za čas trajanja teh primerov:

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;
če Končni uporabnik ravna (oz. obstaja upravičen sum, da ravna) v nasprotju s kakšnokoli zakonodajo Britanske skupnosti narodov, Države ali Območja;

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
če Končni uporabnik krši pogoje iz Pogodbe in kršitve ne odpravi v štirinajstih (14) dneh po prejemu obvestila Izdajatelja licence o kršitvi in nameravani odpovedi Pogodbe z razlogom zaradi take kršitve; ali

c) the End User commits a material breach of the Agreement which is not capable of remedy; or
če Končni uporabnik bistveno krši Pogodbo, kršitve pa ni mogoče odpraviti; ali

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
če Izdajatelj licence upravičeno meni, da Končni uporabnik deluje tako, da škodi ali bi lahko škodil ugledu družbe Australia Post, oz. nudi tako Storitev, in s takim ravnanjem ne preneha v štirinajstih (14) dneh po prejemu obvestila družbe Australia Post ali Izdajatelja licence o kršitvi; ali

e) the licensed right granted by Australia Post to the Licensor for the licensing of the Australia Post Data has been suspended or terminated.
če je bila licenčna pravica, ki jo Australia Post podeli Izdajatelju licence za licenciranje Podatkov družbe Australia Post, začasno ali trajno odpovedana.

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.
Končni uporabnik se strinja, da lahko Izdajatelj licence uveljavlja svoje pravice iz 9.1 člena v skladu z navodili družbe Australia Post.

9.3. The termination, surrender or expiry of this Agreement for any reason will not extinguish or otherwise affect:
Prekinitev, odpoved ali konec veljavnosti te Pogodbe iz kakršnegakoli razloga ne razveljavi ali drugače vpliva na:

a) any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied; or vse pravice katerekoli pogodbene stranke glede na drugo pogodbeno stranko, ki so pridobljene pred prekinitvijo, odpovedjo ali prenehanjem veljavnosti in ostanejo neizpolnjene,

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.
vsa druga določila te Pogodbe, ki po svoji naravi veljajo tudi po prekinitvi, odpovedi ali prenehanju veljavnosti te Pogodbe, oz. za katere je izrecno navedeno, da veljajo tudi po prekinitvi, odpovedi ali prenehanju veljavnosti te Pogodbe.

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.
Če je ta Pogodba odpovedana, prekinjena ali preneha veljati iz kakršnegakoli razloga, naslednje določilo tega člena velja ne glede na to odpoved, prekinitev ali prenehanje veljavnosti: Končni uporabnik mora prenehati uporabljati Rešitev in Podatke družbe Australia Post ter se zavezuje, da bo uničil vse kopije, reprodukcije ali prilagoditve Rešitve in Podatkov družbe Australia Post ter vse njihove dele, ki jih je izdelal ter jih ima v lasti in jih nadzira, ter da bo na pisno zahtevo Izdajatelju licence poslal zakonsko izjavo, ki jo je podpisal pooblaščeni zastopnik Končnega uporabnika in potrjuje, da so bile vse kopije, reprodukcije ali prilagoditve Rešitve in Podatkov družbe Australia Post ter vsi njihovi deli uničeni.

10. VARIATION
SPREMEMBE

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.

V skladu s pogodbo med Izdajateljem licence in družbo Australia Post, s katero je Izdajatelj licence pridobil licenco za Podatke družbe Australia Post, si družba Australia Post pridržuje pravico, da občasno, v določenih okoliščinah, spremeni pogoje iz pogodbe. Če te spremembe zahtevajo ustrezno spremembo pogojev te Pogodbe, jih Izdajatelj licence lahko spremeni, pod pogojem, da pošlje Končnemu uporabniku ustrezno predhodno pisno obvestilo o taki spremembi (ob upoštevanju roka, ki ga je prejel od Izdajatelja licence). Končni uporabnik se zavezuje, da bo storil vse (vključno s sklenitvijo take listine o dopolnitvi ali vnovični opredelitvi), kar Izdajatelj licence razumno potrebuje za formalizacijo in uveljavitev vseh sprememb, ki jih izvede Izdajatelj licence v skladu s tem 10.1 členom.

11. CHANGES IN LEGISLATION
SPREMEMBE ZAKONODAJE

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.

Ne glede na druga določila te Pogodbe, Končni uporabnik priznava in se strinja, da mora družba Australia Post in/ali Izdajatelj licence izpolnjevati vso prihodnjo zakonodajo in/ali vladne smernice, ki vzpostavljajo zavezujoče omejitve za družbo Australia Post ali Izdajatelja licence glede uporabe Podatkov družbe Australia Post, vključno z vsemi omejitvami glede dobave Podatkov družbe Australia Post ali njihovih elementov katerikoli osebi, pogoji iz te Pogodbe in pogodbe Končnih uporabnikov z drugimi osebami pa bodo ustrezno spremenjeni.

12. CORPORATE GROUP OWNER
LASTNIK SKUPINE DRUŽB

12.1. This clause 12 applies if the End User is a Corporate Group Owner.

Ta 12. člen velja, če je Končni uporabnik Lastnik skupine družb.

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.

Skupina družb pomeni za namene te Pogodbe pravne osebe, ki so pisno opredeljene kot pravne osebe Skupine družb. Stranka določi subjekte (skupno do 10, vključno z Imetnikom skupine družb), ki sestavljajo Skupino družb.

12.3. The End User must ensure, and warrants that:

Končni uporabnik mora zagotoviti in jamči naslednje:

a) each entity of the Corporate Group is a Subsidiary of the End User at all times during the term of this Agreement; and
vsak subjekt Skupine družb je Podružnica Končnega uporabnika celotno obdobje veljavnosti te Pogodbe; in

b) each entity of the Corporate Group is a Single Legal Entity.
vsak subjekt Skupine družb je Posamezni pravni subjekt.

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:

Končni uporabnik lahko dovoli kateremukoli ali vsem članicam Skupine družb, da izkoristijo licenco, podeljeno Končnemu uporabniku v 2. členu, v skladu z naslednjimi pogoji:

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;
Končni uporabnik mora zagotoviti, da vse članice Skupine družb izpolnjujejo to Pogodbo in ne storijo ali opustijo ničesar, kar bi predstavljalo kršitev te Pogodbe, če bi to storil Končni uporabnik;

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
Končni uporabnik je odgovoren za vsa dejanja in opustitve dejanj članov Skupine družb, kot da bi bila to dejanja in opustitve dejanj Končnega uporabnika; in

c) all uses of the Solution and Australia Post Data by the Corporate Group members are deemed to be uses by the End User.
vse uporabe Rešitve in Podatkov družbe Australia Post s strani članov Skupine družb veljajo za uporabo, ki jo izvaja Končni uporabnik.

13. RELATIONSHIP WITH AUSTRALIA POST
RAZMERJE Z DRUŽBO AUSTRALIA POST

a) 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.
Izdajatelj licence uporablja vsa določila iz te Pogodbe, ki se sklicujejo na družbo Australia Post, v svojo korist in korist družbe Australia Post ter lahko ustrezno uveljavlja ta določila v imenu družbe Australia Post.

14. GENERAL
SPLOŠNO

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.

Končni uporabnik ne bo brez predhodnega pisnega soglasja Izdajatelja licence, ki ga Izdajatelj licence po lastni presoji izda ali pa ne, dodelil ali oddal v izvajanje tretjim osebam nobenih svojih pravic in obveznosti iz te Pogodbe.

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.
Izdajatelj licence uporablja vsa določila iz te Pogodbe, ki se sklicujejo na družbo Australia Post, v svojo korist in korist družbe Australia Post ter lahko uveljavlja ta določila v imenu družbe 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.
Pogodbo ureja zakonodaja avstralske zvezne države Viktorija, obe pogodbeni stranki pa se podrejata neizključno pristojnim sodiščem in prizivnim sodiščem avstralske zvezne države Viktorija.

Austria ADDRESS DIRECTORY (Österreichische Post):
Austria ADDRESS DIRECTORY (Österreichische Post):

This product cannot be used by Customers who conduct business in address publishing and service providing.
Stranke, ki se ukvarjajo z objavo naslovov in nudenjem storitev, ne smejo uporabljati tega produkta.
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.
Stranke lahko uporabljajo produkt samo za lastne interne namene. Stranke, ki se ukvarjajo z objavo naslovov in nudenjem storitev, ne smejo uporabljati tega produkta. Če se Stranka ukvarja s tem, mora pridobiti veljavno licenco neposredno od ponudnika.
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,
Stranke lahko uporabljajo produkt samo za lastne interne namene preverjanja. Stranke ne smejo uporabljati podatkov za nudenje kakršnihkoli storitev katerikoli pravni osebi. Če želi Stranka nuditi storitve katerikoli pravni osebi,
Customer is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license.
mora pridobiti veljavno licenco neposredno od ponudnika. Kakršnakoli uporaba za pravne osebe zahteva ločeno licenco.

CANADA (CANADA POST)
KANADA (CANADA POST)

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
Stranka priznava, da je v skladu s Pogodbo, katere sestavni del je Dodatek 5 k dokumentu Pravice uporabe programske opreme (v nadaljevanju "Pogodba"), pridobila licenco za uporabo SAP-jevih produktov (Odobreni produkti z dodano vrednostjo), ki so osnova za razvoj produkta z večjo dodano vrednostjo ("Produkt z večjo dodano vrednostjo") za
   a) sublicensing the Enhanced Value-added Product to users who shall have no further sublicensing or distribution rights; or
   podlicenciranje Produkta z večjo dodano vrednostjo uporabnikom, ki nimajo pravic za nadaljnje podlicenciranje ali distribucijo, ali
   b) providing value-added services using the Enhanced Value-added Product that cannot be provided by Authorized Value Added Products ;or
   nudenje storitev z dodano vrednostjo z uporabo Produkta z večjo dodano vrednostjo, katerih ne nudijo Odobreni produkti z dodano vrednostjo; ali

   both (a) and (b).
   (a) in (b) skupaj.
   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 sublicensee (hereinafter such data components or data files referred to as the "Licensed Content").
   Stranka tudi priznava, da je SAP podatke v Pooblaščenih produktih z dodano vrednostjo oz. podatke v datotekah, potrebnih za uporabo Pooblaščenih produktih z dodano vrednostjo, pridobila od tretjih oseb in da je SAP v razmerju s temi zunanjimi dobavitelji podatkov Stranka, Stranka pa imetnik podlicence (v nadaljevanju so podatki ali podatkovne datoteke "Licenčna vsebina").
   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 sublicensees of the Enhanced Value-added Product subject to the sublicensee's (in this case Customer's) prior agreement to the terms and conditions set out in these Minimum Protective Terms.
   Eden od teh zunanjih dobaviteljev je družba Canada Post Corporation ("Canada Post"), ki je SAP-ju podelila določene pravice do določenih Podatkov družbe Canada Post ("Licenčni podatki družbe Canada Post"), v okviru katerih lahko SAP vključi vse Licenčne podatke družbe Canada Post ali le njihov del v Licenčno vsebino in jo distribuira svojim imetnikom podlicence za Produkt z večjo dodano vrednostjo, pod pogojem, da se imetnik podlicence (v tem primeru Stranka) predhodno strinja s temi Minimalnimi pogoji za zaščito.
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.
   Stranka licence priznava, da je družba Canada Post lastnik avtorskih pravic za Podatke družbe Canada Post. Stranka priznava, da ima licenco za uporabo Licenčnih podatkov družbe Canada Post le v povezavi s Odobrenimi produkti z dodano vrednostjo in Produktom z večjo dodano vrednostjo. Stranka potrjuje, da lahko podeli pravice za uporabo Licenčnega produkta družbe Canada Post tretjim osebam le v povezavi s Produktom z večjo dodano vrednostjo. Brez omejevanja splošne veljavnosti predhodnega stavka pa Stranka nima pravice do samostojne distribucije nobenih Licenčnih podatkov družbe Canada Post ali distribucije teh podatkov za uporabo s katerimkoli produktom, ki ni Produkt z večjo dodano vrednostjo.

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
Stranka priznava in se strinja, da bo obvestila pogodbene stranke, ki jim distribuira Produkt z večjo dodano vrednostjo, da škoda, ki jo utrpi družba Canada Post kot posledico dejstva, da so pogodbene stranke uporabljale zastarele podatke za pripravo pošte, vključuje stroške družbe Canada Post zaradi obdelave in dostave te pošte. Taki stroški med drugim vključujejo naslednje stroške družbe 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 CodeOM element of the address was invalid, or
    za ročno prenaslavljanje in vnovično razvrščanje pošte, ki je bila preusmerjena iz običajnega samodejnega sistema za obdelavo pošte, ker je bila nepravilno naslovljena ali je imela nepravilno poštno številko Postal CodeOM, ali
    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 CodeOM 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.
    stroške prvotnega razvrščanja, obdelave in dostave pošte ter dodatne stroške zaradi ročnega prenaslavljanja in vnovičnega razvrščanja pošte, če bi bila pošta dostavljena na napačen naslov, ker je bila napačno naslovljena ali je imela neveljavno številko Postal CodeOM.

(Postal Code is an official mark of Canada Post.)
(Številka Postal Code je uradna znamka družbe Canada Post.)

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
Da se zmanjša tveganje škode zaradi uporabe zastarelih podatkov pri pripravi pošte in ker bodo Licenčni podatki družbe Canada Post distribuirani kot del Licenčne vsebine, se Stranka strinja z naslednjim:
    c) 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
    Stranka ne bo distribuirala Licenčne vsebine, dokler ne vzpostavi ustrezne zaščite za zmanjšanje tveganja zaradi "žetja podatkov" ali "masovnega prenosa podatkov iz strežnika"; Stranka se strinja, da bo sledila razvoju tehnologije in bo posodobila zaščito, da še dodatno zmanjša taka tveganja, ko je taka izboljšana tehnologija občasno na voljo, ter
    d) 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:
    zagotovi, da so pogodbene stranke, katerim distribuira Licenčne podatke družbe Canada Post kot del Produkta z večjo dodano vrednostjo ali kot podatkovno datoteko ali njen del za uporabo v povezavi s Produktom z večjo dodano vrednostjo, obveščene, da tega ne smejo uporabljati za pripravo pošte in da ta prepoved brez omejitev velja za vse naslednje postopke:
        i. addressing mail;
        naslavljanje pošte;
        ii. presorting addressed mail;
        predhodno razvrščanje naslovljene pošte;
        iii. preparing unaddressed mail by householder count for delivery.
        priprava nenaslovljene pošte po številu hišnih lastnikov za dostavo.

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.
Stranka tudi priznava, da če razvije kakršenkoli produkt, ki uporablja podatke, ki jih je ustvarila družba Canada Post, in se bo ta produkt uporabljal za katerikoli namen, naveden v členih 4(b)(i), (ii) ali (iii), Stranka nima pravice za uporabo ali distribucijo takega produkta oz. za nudenje nobenih storitev v povezavi s takim produktom, razen če ima Stranka takrat veljavno pravico za to v skladu s pisno pogodbo, ki sta jo podpisala Stranka in družba Canada Post.

6. Customer agrees to include
Stranka se strinja, da vključi
    e) 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
    v tiskano ali elektronsko obliko licenčnih pogodb, za katere Stranka izjavlja, da bodo priložene vsem kopijam Produkta z večjo dodano vrednostjo in Licenčne vsebine, ki jo distribuira Stranka ter vsebuje Licenčne podatke družbe Canada Post, in
    f) 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,
    na zagonski ekran Produkta z večjo dodano vrednostjo in v pogoje uporabe, objavljene na kateremkoli spletnem mestu, s katerega lahko uporabnik dostopa do Produkta z večjo dodano vrednostjo,

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:

obvestilo, da Produkt z večjo dodano vrednostjo vsebuje podatke, kopirane v skladu z licenco družbe Canada Post Corporation, in datum podatkovne datoteke družbe Canada Post Corporation (ali datum najstarejše podatkovne datoteke družbe Canada Post Corporation, če je več kot ena), iz katere so bili podatki kopirani. Če je jezik Strankinega produkta francoščina, bo Stranka uporabila francosko različico predhodnega obvestila, ki je navedena spodaj, če pa je produkt ali storitev v jeziku, ki ni angleščina ali francoščina, bo Stranka vključila enakovredno obvestilo v ustreznem jeziku. Vsako tako obvestilo mora biti opremljeno z ustreznimi podatki, zato je treba "[Vstavite...]"/"[Indiquez...]"/"[Insérez...]" nadomestiti z navedenimi podatki:

"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]."

"Ta [Vstavite ustrezni sklic na medij, tj. disketa, trak itd.] vsebuje podatke, kopirane v skladu z licenco družbe Canada Post Corporation. Datoteka družbe Canada Post Corporation, iz katere so podatki kopirani, ima datum [Vstavite datum]."

French version of the pro forma notice

Francoska različica predhodnega obvestila

"[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]."

"[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]."

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.

   Stranka priznava, da so Licenčni podatki družbe Canada Post licencirani za Stranko "kot so" in da družba Canada Post ne daje nobenih izrecnih ali impliciranih zagotovil oz. jamstev glede Licenčnih podatkov družbe Canada Post, ki so posledica zakonodaje ali podobnega, kar med drugim vključuje učinkovitost, popolnost, točnost ali ustreznosti za določen namen. Stranka bo v svoje pogoje uporabe vključila določilo, ki od uporabnika Licenčnih podatkov družbe Canada Post zahteva potrditev, da so Licenčni podatki družbe Canada Post licencirani "kot so" in da družba Canada Post ne daje nobenih izrecnih ali impliciranih zagotovil oz. jamstev za Licenčne podatke družbe Canada Post, ki so posledica zakonodaje ali podobnega, kar med drugim vključuje učinkovitost, popolnost, točnost ali ustreznosti za določen namen.
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 Customer'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.

   Družbi SAP in Canada Post ne odgovarjata za nobene zahtevke glede nobene neposredne ali posredne izgube, poškodbe ali škode, ki je posledica Strankinega lastništva ali uporabe Licenčnih podatkov družbe Canada Post ali lastništva in uporabe slednjega od njenih uporabnikov. Družbi SAP in Canada Post nista odgovorni za izgubo prihodkov ali pogodb oz. za nobeno drugo posledično izgubo zaradi kakršnekoli napake v podatkih ali Licenčnih podatkih družbe Canada Post.
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.

   Stranka mora braniti družbo Canada Post, njene vodstvene delavce, zaposlene in zastopnike pred vsemi zahtevki glede izgube, stroškov, izdatkov, škode ali poškodb (vključno s smrtnimi poškodbami), ki so posledica Strankinega lastništva ali uporabe Licenčne vsebine. Stranka bo v svoje pogoje uporabe vključila določilo, ki bo od uporabnika Licenčnih podatkov družbe Canada Post zahtevalo, da mora braniti družbo Canada Post, njene vodstvene delavce, zaposlene in zastopnike pred vsemi zahtevki glede izgube, stroškov, izdatkov, škode ali poškodb (vključno s smrtnimi poškodbami), ki so posledica lastništva ali uporabe Licenčne vsebine takega uporabnika.

FINLAND
FINSKA

Service Description and Terms of Use for Finland POSTAL CODE SERVICES provided through Itella

Opis storitve in pogoji za uporabo za Finsko; STORITVE POŠTNIH ŠTEVILK zagotavlja družba Itella

Effective: January 1, 2013

Začetek veljavnosti: 1. januar 2013

1. SERVICES
STORITVE

The services consist of the postal code system and basic and changed information contained by domestic address files in a fixed format.

Storitve vključujejo sistem poštnih številk ter osnovne in spremenjene podatke, vsebovane v datotekah domačih naslovov v fiksni obliki.

2. TERMS OF USE FOR THE SERVICES
POGOJI ZA UPORABO ZA STORITVE

The following terms of use for the service apply.

Veljajo naslednji pogoji za uporabo za storitev.

2.1. USING THE SERVICES
UPORABA STORITEV

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.
Posredovana informacija vedno temelji na informaciji, ki je vključena v sistem poštnih številk družbe Itella. Sistemski podatki temeljijo na podatkih, ki jih družbi Itella zagotovijo občine, in na podatkih poštnih številk, ki jih posodablja Itella. Itella ne preverja podatkov, prejetih od občin.
Itella delivers the information available to self-service channels.
Itella dobavi razpoložljive podatke kanalom samopostrežnih storitev.

2.2. THE CUSTOMER'S RESPONSIBILITIES
STRANKINE ODGOVORNOSTI

The customer is responsible for retrieving the postal code material, unpacking packaged files, handling and using the material, and updating its systems.
Stranka je odgovorna za pridobivanje gradiva v zvezi s poštnimi številkami, raztezanje zapakiranih datotek, obravnavanje in uporabo gradiva ter posodabljanje sistemov.
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.
Stranka mora zagotoviti, da ob razkritju gradiva tretjim osebam prejemnik prejme tudi posodobljeni opis storitve in pogoje za uporabo.

2.3. ITELLA'S RESPONSIBILITIES
ODGOVORNOSTI DRUŽBE ITELLA

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 je odgovorna dobaviti posodobljene podatke za priklic v času, kot je določeno v opisu storitve, razen če je drugače zapisano v nadaljevanju tega člena. Itella ni odgovorna za škodo, ki jo povzročijo zapozneli, spremenjeni ali izgubljeni podatki zaradi napake opreme, motenj v komunikaciji ali delovanju sistema oziroma iz drugih podobnih razlogov.
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 ne jamči, da so podatki popolnoma brez napak. Obstajajo lahko napake v podatkih, ki jih povzročijo ponavljajoče se spremembe ali zaradi sprememb, ki jih sporoči pogodbena stranka. Itella ne odgovarja za napake v podatkih, ki niso nastale iz malomarnosti družbe Itella.
Itella is not responsible for any information user obligations towards third parties.
Itella ne odgovarja za nobene obveznosti uporabnika podatkov do tretjih oseb.
Itella is not responsible for the uninterrupted availability of service channels or the updating frequency of the information.
Itella ne odgovarja za neprekinjeno razpoložljivost kanalov storitev niti za pogostost posodabljanja podatkov.

2.4. LIMITATION OF THE SERVICES
OMEJITEV STORITEV

In the services, information about Åland Islands is only at a postal code level without any street data.
V storitvah vključujejo podatki o Ålandskem otočju le poštne številke brez navedb naslovov.
The services contain information about public postal codes.
Storitev vsebuje podatke o javnih poštnih številkah.

FRANCE ADDRESS DIRECTORY (MEDIAPOST):
FRANCOSKI DIREKTORIJ NASLOVOV (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.
Stranka ne sme uporabljati podatkov za nudenje kakršnihkoli storitev katerikoli tretji osebi. Stranka lahko podatke uporablja samo za lastne interne namene preverjanja. Pri Stranki je gostovanje podatkov dovoljeno le na eni (1) strani. Kršitev teh omejitev povzroči dodatne licenčnine in/ali kazni.

Germany Address Directory (Deutsche Post Direkt):
Nemški direktorij naslovov (Deutsche Post Direkt):

Customers are not allowed to use the data to provide any services to any other third party. Customers are especially not allowed to distribute the product any further. Customers are only allowed to use the data 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. Customers are not allowed to distribute the product any further.
Stranke ne smejo uporabljati podatkov za nudenje kakršnihkoli storitev katerikoli tretji osebi. Stranke še posebej ne smejo distribuirati produkta. Stranke lahko uporabljajo podatke samo za lastne interne namene preverjanja. Stranke ne smejo uporabljati podatkov za nudenje kakršnihkoli storitev katerikoli pravni osebi. Če želi Stranka nuditi storitve katerikoli pravni osebi, mora Stranka pridobiti veljavno licenco neposredno od ponudnika. Kakršnakoli uporaba za pravne osebe zahteva ločeno licenco. Stranke ne smejo distribuirati produkta.

NETHERLANDS (CENDRIS):
NIZOZEMSKA (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.
  Za namene teh pogojev za posredovanje za tretje osebe za nizozemske Direktorije naslovov pomeni "Končni uporabnik" ali "Končni uporabnik družbe" kupca Paketa (neposredno prek SAP-jeve družbe ali prek posrednika), ki je pravni subjekt in sklepa licenčno pogodbo za programsko opremo s SAP-jevo družbo ali posrednikom za svojo interno uporabo Paketa in/ali interno uporabo Paketa za svoje Izpostave; "Datoteka poštnih naslovov in dopolnilni produkti" pomenijo datoteko z vsemi mesti/kraji, ulicami in poštnimi številkami na Nizozemskem, skupaj z ustreznimi hišnimi številkami ali vrstami hišnih številk; "Dodatni produkti" pomenijo produkte za pomoč pri uporabi Datoteke poštnih naslovov.

- End User is only permitted to use the Package for internal use.
  Končni uporabnik lahko Paket uporablja le za interno uporabo.
- 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.
  Končni uporabnik ne sme dobaviti Datoteke poštnih naslovov in/ali Dodatnih produktov (ne glede na to, ali so integrirani v Paketu) tretjim osebam.

NEW ZEALAND (NEW ZEALAND POST):
NOVA ZELANDIJA (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.
Ta člen vsebuje pogoje, ki jih določi New Zealand Post v zvezi z uporabo Datoteke poštnih naslovov pri New Zealand Post kot del programske opreme, ki vam jo dobavi SAP. Opredelitve iz tega člena veljajo izključno za ta člen. V primeru neskladnosti med opredeljenimi pogoji iz tega člena in opredeljenimi pogoji v osrednjem besedilu dokumenta o Pravicah uporabe, imajo opredeljeni pogoji iz tega člena prednost le v povezavi z uporabo Datoteke poštnih naslovov pri New Zealand Post.

Definitions
Opredelitve pojmov
In this section:
V tem členu:
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.
Podatki so Datoteka poštnih naslovov, podrobneje opisana na spletni strani www.nzpost.co.nz/sendright, tak opis pa je lahko občasno spremenjen.
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.
Dokumentacija je vsa uporabniška in tehnična dokumentacija, ki jo dobavi družba New Zealand Post s Podatki, ki SAP-ju, Končnim uporabnikom ali njihovim zaposlenim omogočijo uporabo Podatkov, in vsa zaupna dokumentacija družbe New Zealand Post.
End User means any person to whom Data is permitted to be distributed, sold or made available by SAP.
Končni uporabnik je vsaka oseba, ki ji lahko SAP distribuira, proda ali da na voljo Podatke.
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.
Pravice intelektualne lastnine so avtorske pravice in vse pravice, podeljene v skladu s statutom, splošno zakonodajo ali pravicami v zvezi z izumi (vključno s patenti), registriranimi ali neregistriranimi blagovnimi znamkami, registriranimi ali neregistriranimi dizajni, vezji, bazami podatkov, zaupnimi podatki, znanjem, in vse druge pravice, ki izhajajo iz intelektualne dejavnosti na področju industrije, znanosti, literature ali umetnosti kjerkoli po svetu, skupaj z vsemi pravicami, deleži ali licencami za vse navedeno.
Incorporated Software means the software providing the address data services supplied to the End User by SAP which incorporates the Data.
Vključena programska oprema je programska oprema, ki nudi storitve podatkov naslovov, ki jih SAP dobavi Končnemu uporabniku in vključuje Podatke.
Licensor means New Zealand Post Limited, at Wellington NZ.
Izdajatelj licence je New Zealand Post Limited, v Wellingtonu, 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.
   Končni uporabnik (ter vsi njegovi zastopniki in podizvajalci) lahko uporablja Podatke le v skladu s pogoji iz tega člena, za svoje interne namene in le kot del ali v kombinaciji z Vključeno programsko opremo in/ali katerimikoli povezanimi storitvami, ki mu jih nudi SAP. Končni uporabnik mora zagotoviti, da vsak zastopnik ali podizvajalec, ki prejme Podatke, izpolnjuje pogoje iz te Pogodbe.
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).
   Končni uporabnik se strinja, da Podatki in Dokumentacija ter vse Pravice intelektualne lastnine in druge pravice v Podatkih in Dokumentaciji občasno ostanejo last družbe New Zealand Post in njenih izdajateljev licence (kot je ustrezno).
iii. The End User must not remove or tamper with any disclaimer or copyright notice attached to or used in relation to Data.
   Končni uporabnik ne sme odstraniti ali spremeniti nobenega obvestila o zanikanju odgovornosti ali avtorskih pravicah, ki je priloženo Podatkom ali uporabljeno v zvezi s Podatki.
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.
   Končni uporabnik nima pravice do uporabe nobenih blagovnih znamk, poslovnih imen ali logotipov družbe New Zealand Post, razen če je izrecno določeno drugače v katerikoli podlicenci, ki jo SAP podeli Končnemu uporabniku v obdobju veljavnosti katerekoli licence, ki jo družba New Zealand Post dodeli SAP-ju.

v. 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.
Končni uporabnik ne sme (a) kopirati, reproducirati, objaviti, prodati, posredovati, spremeniti, povzeti ali kako drugače odvzeti iz lastništva celote ali kateregakoli dela Podatkov ter prenesti ali posredovati navedenega katerikoli drugi stranki; (b) razen za namene, dovoljene v skladu z zgornjo točko (i), nuditi Podatkov (ali dovoliti priprave Podatkov ali dostopa do Podatkov) nobenemu zastopniku ali podizvajalcu Končnega uporabnika brez predhodnega pisnega soglasja družbe New Zealand Post; ali (c) izdajati podlicenc za nobene Podatke ali njihov del katerikoli osebi oz. izraziti namere ali poskusa za to dejanje, če tega ni izrecno pisno dovolila družba New Zealand Post.

vi. 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.
Končni uporabnik lahko iz varnostnih razlogov izdela razumno število varnostnih kopij Podatkov. Kočni uporabnik lahko uporabi take varnostne kopije le z namenom zadržanja in obnove arhiva in le v obdobju veljavnosti licence.

vii. 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.
Če katerakoli licenca, s katero tretja oseba podeli družbi New Zealand Post pravico do vključitve gradiva tretje osebe v Podatke, preneha veljati, preneha veljati tudi licenca za Končnega uporabnika v zvezi s tem gradivom in Končni uporabnik mora na zahtevo družbe New Zealand Post v devetdesetih (90) dneh to gradivo odstraniti iz vseh izvodov vseh Podatkov, ki jih je Končni uporabnik hranil.

viii. 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.
Kočni uporabnik ne sme dajati nobenih izjav ali zahtevkov v zvezi s Podatki, ki jih odobri, priporoči ali potrdi družba New Zealand Post oz. ne sme storiti ničesar podobnega ali na to namigovati brez izrecnega predhodnega pisnega soglasja družbe New Zealand Post v zvezi z obliko in vsebino takega zahtevka.

ix. 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.
Končni uporabnik mora izpolnjevati zahteve Zakona o zasebnosti iz leta 1993 (Privacy Act 1993) in drugih ustreznih zakonov ali predpisov, relevantnih za posedovanje ali uporabo Podatkov.

x. The End User must ensure that its personnel, agents and sub-contractors comply with the above terms as if they were SAP.
Končni uporabnik mora zagotoviti, da njihovi zaposleni, zastopniki in podizvajalci ravnajo v skladu z zgornjimi pogoji, kot če bi bili SAP.

xi. 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.
Končni uporabnik se strinja, da družba New Zealand Post ne jamči, da bodo Podatki brez napak, izpustitev, netočnosti, virusov ali drugih škodljivih kod, ali da bodo Podatki primerni za namen Končnega uporabnika ali za uporabo v kateremkoli posebnem tehničnem okolju.

xii. 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.
Po prejemu posodobitve kakršnihkoli Podatkov (vključno s tistimi, ki so del posodobitve Vključene programske opreme) (vsaka taka posodobitev se smatra kot "**Posodobitev**"), mora Končni uporabnik, takoj ko je to mogoče, prenehati uporabljati vse predhodne različice Podatkov (v vsakem primeru pa do konca obdobja veljavnosti licence) in začeti uporabljati Posodobitev.

xiii. 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.
Pravica Končnega uporabnika do uporabe posamezne Posodobitve preneha veljati šest (6) mesecev po datumu, ko družba New Zealand Post izda tako Posodobitev. Če družba New Zealand Post predčasno odpove SAP-jevo licenco, to ne vpliva na pravico Končnega uporabnika, da uporablja Podatke, pod pogojem, da do take predčasne odpovedi ni prišlo zaradi dejanja ali opustitve dejanja Končnega uporabnika ali pa zaradi povezanosti s takim dejanjem.

xiv. The End User must keep the confidential information of New Zealand Post, including the Data, confidential.
Končni uporabnik mora podatke družbe New Zealand Post, vključno s Podatki, obravnavati kot zaupne.

xv. 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.
Končni uporabnik priznava in se strinja, da sta Land Information New Zealand (**"LINZ"**) in vlada absolutna in izključna lastnika določenega materiala, ki je bil licenciran družbi New Zealand Post in vključen v Podatke, ter da LINZ in vlada ne odstopata nobene avtorske pravice ali drugih pravic intelektualne lastnine za tak material družbi New Zealand Post, SAP-ju ali Končnemu uporabniku. Končni uporabnik tudi soglaša in se strinja, da LINZ in vlada ne bosta v nobenem primeru odgovarjala za nobeno izgubo ali škodo (tudi v primeru, ko sta bila LINZ in vlada seznanjena z možnostjo take izgube ali škode, med drugim vključno z neposredno izgubo, posredno izgubo, posledično izgubo, izgubo dobička, izgubo zaradi prekinitve poslovanja ali izgubo podatkov), ki jo je utrpel Končni uporabnik ali katerakoli druga oseba v povezavi s to Pogodbo. Če katera od izključitev odgovornosti LINZ ali vlade, ki je določena v tem členu, ne velja ali se smatra za neizvršljivo, se odgovornost LINZ in vlade po tej Pogodbi ali v povezavi s to Pogodbo, ali odgovornost, ki izhaja iz kakršnekoli uporabe, razmnoževanja, spreminjanja ali ustvarjanja zbirk ali izpeljanih del iz Podatkov (ki jih ustvari Končni uporabnik ali druga oseba), pa naj ta odgovornost izhaja iz odškodninske odgovornosti (vključno z malomarnostjo), pravice ali druge osnove, omeji na provizije, ki jih je plačala družba New Zealand Post za gradivo, vključeno v Podatke, ki je razlog za izgubo ali škodo, z izjemo davka od proizvodov in storitev. Za namene zakona o soudeležbi pri pogodbi iz leta 1982 (Contracts (Privity) Act 1982) ta člen podeljuje ugodnost LINZ in vladi, ki jo lahko tudi uveljavita.

xvi. 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.
Končni uporabnik soglaša in zagotavlja, da pridobiva Podatke in vso Dokumentacijo za poslovne namene in da zakon o potrošniških garancijah iz leta 1993 (Consumer Guarantees Act 1993; Nova Zelandija) ne velja.

xvii. 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.
Končni uporabnik od družbe New Zealand Post ne sme terjati in proti njej ne sme uveljavljati nobenih zahtevkov, postopkov, škode, odgovornosti, izgube, stroškov ali izdatkov (vključno s pravnimi stroški za odvetnika in lastno stranko), če tako izhaja iz pogodbe, odškodninske odgovornosti (vključno za malomarnost) ali drugače, če izhaja iz tega, da je Končni uporabnik kršil katerega od zgornjih pogojev ali v zvezi s tako kršitvijo ali če je Končni uporabnik oz. druga oseba, ki je pridobila podatke od Končnega uporabnika, kršila uporabo Podatkov. Skupna odgovornost Končnega uporabnika do družbe New Zealand Post v skladu s tem določilom xvii ne sme presegati 250.000 USD.

xviii. 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.
Družba New Zealand Post mora imeti pravico do uveljavljanja zgornjih pogojev za namene zakona o soudeležbi pri pogodbi iz leta 1982 (Contracts (Privity) Act 1982) in lahko odpove pravico Končnemu uporabniku do uporabe katerihkoli Podatkov, če Končni uporabnik krši kateregakoli od teh pogojev.

SPAIN (DEYDE):
ŠPANIJA (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.
Stranka soglaša, da so DEYDE-STREETFILES, ki se uporabljajo v španskem Direktoriju naslovov v vseh različicah Data Services in Data Quality Managementa, intelektualna lastnina družbe DEYDE.

Switzerland Address Directory (Schweizerische Post):
Švicarski direktorij naslovov (Schweizerische Post):

Customers are not allowed to extract any data provided. Customers are only allowed to use the product for own validation purposes. Customers are not allowed to use the data to provide any services to any other legal entity. Any use within another legal entity requires a separate license.
Stranke ne smejo ekstrahirati dobavljenih podatkov. Stranke lahko uporabljajo produkt samo za lastne namene preverjanja. Stranke ne smejo uporabljati podatkov za nudenje kakršnihkoli storitev katerikoli pravni osebi. Kakršnakoli uporaba za pravne osebe zahteva ločeno licenco.

TOM TOM:
TOM TOM:

Third Party Restrictions
Omejitve za tretje osebe

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.
Dodatna določila za podatke MultiNet® o Norveški. Končni uporabnik ne sme uporabljati podatkov MultiNet® o Norveški za ustvarjanje splošno uporabnih tiskanih ali digitalnih zemljevidov, podobnih osnovnim produktom za posamezno državo od norveškega državnega organa za kartografijo 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.
Dodatna določila v zvezi s podatki za Kitajsko: Končni uporabnik se strinja, da je lahko katerikoli Licenčni produkt, ki vsebuje podatke o Kitajski, predmet dodatnih pogojev, zagotovljenih Končnemu uporabniku, če so na voljo družbi TomTom. Podatkov o Kitajski ni dovoljeno izvoziti s Kitajske.

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.
Dodatna določila v zvezi s podatki za Indijo: Končni uporabnik se strinja, da je lahko katerikoli Licenčni produkt, ki vsebuje podatke o Indiji, predmet dodatnih pogojev, zagotovljenih Končnemu uporabniku, če so na voljo družbi 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.
Dodatna določila v zvezi s podatki za Korejo: Končni uporabnik se strinja, da je lahko katerikoli Licenčni produkt, ki vsebuje podatke o Koreji, predmet dodatnih pogojev, zagotovljenih Imetniku licence, če so na voljo družbi TomTom. Podatkov o Koreji ni dovoljeno izvoziti iz Koreje.

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.
Od Datuma začetka veljavnosti velja za Licenčne produkte TomTom naslednja omejitev: Kanadskih 6-mestnih črkovno-številskih poštnih številk, vključenih v kateremkoli Licenčnem produktu, ni dovoljeno uporabljati za pošiljanje množične pošte prek kanadskega poštnega sistema. Poleg tega mora Odobrena aplikacija v celoti vsebovati kanadske 6-mestne črkovno-številske poštne številke, ki jih ni dovoljeno izvleči. Kanadskih poštnih številk ni dovoljeno prikazovati ali uporabljati pri spletnem iskanju poštnih številk oz. jih izvleči ali izvoziti iz nobene aplikacije za ustvarjanje nobenega drugega niza podatkov ali aplikacije. Ne glede na navedeno lahko Končni uporabnik popravi ali izpelje kanadske poštne številke z uporabo Produktov z dodano vrednostjo, vendar le kot del podatkov naslovov za lokacije (npr. za dostavna mesta in skladišča), ustvarjenih za Produkt z dodano vrednostjo ter podatke po želji ekstrahira za namene upravljanja vozil.

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 (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.
Dodatna določila v zvezi z Licenčnim produktom Premium Points of Interest North America: Premium Points of Interest North America je izrecno prepovedano uporabljati za (a) aplikacije, povezane z usmerjanjem telefonskih klicev; (b) aplikacije za prikaz podatkov o klicatelju, (c) direktorij v obliki CD-ROM drugega izpeljanega produkta direktorija; (d) storitve preverjanja; (e) storitve za prikaz imena klicatelja; in (f) storitve spletnega trženja za potencialne stranke.

Following restrictions will apply to usage of the Brand Icon component:
Za uporabo komponente Brand Icon veljajo naslednje omejitve:

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.
Končni uporabnik se strinja, da je uporaba komponente Brand Icon predmet pogojev, določenih v tej Pogodbi, in da lahko obstajajo dodatni pogoji in omejitve tretje osebe, ki bodo veljali za komponento Brand Icon in bodo Končnemu uporabniku nudeni občasno v opombah ob izdaji produkta.

Additional End User provisions:
Dodatna določila za Končnega uporabnika:

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.
Končni uporabnik ne sme uporabljati Odobrene aplikacije za ustvarjanje (ali pomoč pri ustvarjanju) baze podatkov digitalnih zemljevidov. "Baza podatkov digitalnih zemljevidov" je baza prostorskih podatkov, ki vsebujejo naslednje podatke in atribute: (x) cestno geometrijo in imena ulic; ali (y) atribute usmerjanja, ki omogočajo navigacijo po načelu od zavoja do zavoja znotraj take cestne geometrije; ali (z) geografsko širino in dolžino posameznih naslovov in razponov hišnih številk.

i) End User shall not use the Authorized Application to provide competitive information about TomTom or its products to third parties.
Končni uporabnik ne sme uporabljati Odobrene aplikacije za nudenje konkurenčnih informacij o družbi TomTom ali njenih produktih tretjim osebam.

j) The Authorized Application may not be used for in-flight navigation.
Odobrene aplikacije ni dovoljeno uporabljati za zračno navigacijo.

k) In the event that any End User is a government entity, include language which is substantially the same as the following:
Če je katerikoli Končni uporabnik državna institucija, vključite besedilo, ki je podobno naslednjemu:

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.

PRAVICE VLADE ZDRUŽENIH DRŽAV AMERIKE. Če je končni uporabnik agencija, ministrstvo ali druga pravna oseba Vlade Združenih držav Amerike oz. ga Vlada Združenih držav Amerike v celoti ali delno financira, so uporaba, reprodukcija, izdaja, sprememba, razkritje ali prenos tega tržnega produkta in spremne dokumentacije omejeni v skladu z OMEJENIMI pravicami, kot je opisano v kateremkoli veljavnem predpisu DFARS ali FAR. V primeru neskladij med predpisi FAR in/ali DFARS, ki lahko veljajo za Licencirani produkt, prevladajo predpisi z večjimi omejitvami pravic Vlade. Pogodbeni izvajalec/proizvajalec je TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Telefon: 603.643. 0330. Avtorske pravice za licenčne produkte TomTom ima od 2006 do 201_ družba TomTom. VSE PRAVICE PRIDRŽANE. Za namen določila v zvezi z javnim razkrivanjem podatkov v skladu s katerokoli zvezno, državno ali lokalno zakonodajo je dogovorjeno, da so Licenčni produkti TomTom poslovna skrivnost in zaščiteni tržni produkti ter da razkrivanje podatkov ni dovoljeno.

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.

Če je Končni uporabnik agencija, ministrstvo ali drug subjekt Zvezne države, Vlada Združenih držav Amerike ali katerikoli drug javni subjekt oz. ga Vlada Združenih držav Amerike v celoti ali delno financira, se Končni uporabnik strinja z varovanjem Licenčnih produktov TomTom pred javnim razkritjem in da so Licenčni produkti TomTom izvzeti iz kateregakoli predpisa, zakona, uredbe ali zakonika, vključno z zakonom, ki ureja transparentnost (Sunshine Act), zakonom, ki ureja podatke javnega značaja (Public Records Act), zakonom, ki ureja dostop do podatkov javnega značaja (Freedom of Information Act), ali čim enakovrednim, kar dovoljuje javni dostop in/ali reprodukcijo oz. uporabo Licenčnih produktov TomTom. Če je ta oprostitev v skladu s temi zakoni dvomljiva, velja ta pogodba kot kršena, kakršnekoli pravice do zadržanja kopij ali uporabe Licenčnih produktov TomTom pa prenehajo veljati in veljajo takoj za nične. Vse Strankine kopije Licenčnih produktov TomTom je treba takoj uničiti. Če katerokoli pristojno sodišče to določbo v celoti ali delno razume kot nično in neizvršljivo iz kateregakoli razloga, velja ta pogodba v celoti za prekinjeno in nično, vse kopije Licenčnih produktov TomTom pa je treba takoj uničiti.

- **Additional Licensed Product Provisions and Details**
  Dodatna določila in podrobnosti v zvezi z Licenčnimi produkti

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.)

Dodatna določila v zvezi s podatki MultiNet® samo o Norveški. Stranka ne sme uporabljati podatkov MultiNet® o Norveški za ustvarjanje splošno uporabnih tiskanih ali digitalnih zemljevidov, podobnih osnovnim nacionalnim produktom Norwegian Mapping Authority. (Katerakoli Odobrena aplikacija s podatki MultiNet® o Norveški velja za podobno osnovnim nacionalnim produktom norveškega državnega organa za kartografijo Norwegian Mapping Authority, če taka Odobrena aplikacija zagotavlja regionalno nacionalno pokritost ter ima hkrati vsebino, merilo in obliko, ki so podobni osnovnim nacionalnim produktom 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.

Dodatna določila v zvezi s podatki za Kitajsko: Stranka se strinja, da je lahko katerikoli Licenčni produkt, ki vsebuje podatke o Kitajski, predmet dodatnih pogojev, ki bodo Stranki zagotovljeni, ko bodo na voljo družbi TomTom. Podatkov o Kitajski ni dovoljeno izvoziti s Kitajske.

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.

Dodatna določila v zvezi s podatki za Indijo: Stranka se strinja, da je lahko katerikoli Licenčni produkt, ki vsebuje podatke o Indiji, predmet dodatnih pogojev, ki bodo Stranki zagotovljeni, ko bodo na voljo družbi 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).

Dodatna določila v zvezi s podatki za Korejo: Stranka se strinja, da je lahko katerikoli Licenčni produkt, ki vsebuje podatke o Koreji, predmet dodatnih pogojev, ki bodo Stranki zagotovljeni, ko bodo na voljo družbi TomTom. Podatkov o Koreji ni dovoljeno izvoziti iz Koreje. Podatkov ni mogoče posredovati Končnim uporabnikom v odprti obliki (kot je datoteka Shape ESRI).

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.

Od Datuma začetka veljavnosti velja za Licenčne produkte TomTom naslednja omejitev: Kanadskih 6-mestnih črkovno-številskih poštnih številk, vključenih v kateremkoli Licenčnem produktu, ni dovoljeno uporabljati za pošiljanje množične pošte prek kanadskega poštnega sistema. Poleg tega mora Odobrena aplikacija v celoti vsebovati kanadske 6-mestne črkovno-številske poštne številke, ki jih ni dovoljeno izvleči. Kanadskih poštnih številk ni dovoljeno prikazovati ali uporabljati pri spletnem iskanju poštnih številk oz. jih izvleči ali izvoziti iz nobene aplikacije za ustvarjanje nobenega drugega niza podatkov ali aplikacije. Ne glede na navedeno lahko Končni uporabnik popravi ali izpelje kanadske poštne številke z uporabo Produktov z dodano vrednostjo, vendar le kot del podatkov naslovov za lokacije (npr. za dostavna mesta in skladišča), ustvarjenih za Produkt z dodano vrednostjo ter podatke po želji ekstrahira za namene upravljanja vozil.

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.

Dodatna določila v zvezi z Licenčnim produktom Premium Points of Interest North America: Premium Points of Interest North America je izrecno prepovedano uporabljati za (a) aplikacije, povezane z usmerjanjem telefonskih klicev; (b) aplikacije za prikaz podatkov o klicatelju, (c) direktorij v obliki CD-ROM drugega izpeljanega produkta direktorija; (d) storitve preverjanja; (e) storitve za prikaz imena klicatelja; in (f) storitve spletnega trženja za potencialne stranke. Produkta Local Points of Interest North America ni mogoče licencirati za naslednje družbe, njihove družbe v skupni lasti ali pod drugim imenom: Acxiom, Accudata, Allant, Alliance Data, eBeureau, Equifax, Experian, Knowledgebase Marketing, ChoicePoint, Harte-Hanks, Infutor, Donnelley Marketing, infoGroup, Trans Union, Transaction Network Services in LexisNexis.

Following restrictions will apply to usage of the Brand Icon component:

Za uporabo komponente Brand Icon veljajo naslednje omejitve:

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.

Stranka se strinja, da je uporaba komponente Brand Icon predmet pogojev, določenih v tej Pogodbi, in da lahko obstajajo dodatni pogoji in omejitve tretje osebe, ki bodo veljali za komponento Brand Icon in bodo Končnemu uporabniku nudeni občasno v opombah ob izdaji produkta.

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:

Obvestila o avtorskih pravicah. Stranka mora pokazati vsako takrat veljavno obvestilo o avtorskih pravicah za Licenčne produkte TomTom v skladu s 10.5 členom "Obvestilo o intelektualni lastnini (avtorskih pravicah)" za vsako Odobreno aplikacijo, ki temelji na naslednjem:

3. MULTINET®.

MULTINET®.

As of the Effective Date, the copyright notice is: “Data Source © <current year> TomTom”; and, in addition, “based on”:

Od Datuma začetka veljavnosti je obvestilo o avtorskih pravicah: “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.”

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b) MultiNet® data of Denmark. As of the Effective Date, the copyright notice is: “© DAV, violation of these copyrights shall cause legal proceedings.”

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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__”]

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d) MultiNet® data of Indonesia. As of the Effective Date, the copyright notice is: “® Base data Bakosurtanal”.

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Podatki MultiNet® o Severni Irski. Od Datuma začetka veljavnosti je obvestilo o avtorskih pravicah: “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."
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4. MULTINET NORTH AMERICA:
MULTINET SEVERNA AMERIKA:

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MULTINET POST:

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PREMIUM POINTS OF INTEREST NORTH AMERICA:

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UK (ROYAL MAIL)
VB (ROYAL MAIL)

PREAMBLE
UVODNE DOLOČBE

The following terms constitute the end user licence agreement for PAF® Data.
Naslednji pogoji predstavljajo licenčno pogodbo za končnega uporabnika za Podatke PAF®.
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.
Enote Javnega sektorja, ki delujejo v Veliki Britaniji, morajo skleniti tudi neposredno Licenčno pogodbo za Javni sektor z družbo Royal Mail. SAP zahtevaod Stranke, da predloži dokazilo o taki veljavni licenci.
Corporate Group licences are available by also entering into a direct licence agreement with Royal Mail. SAP will require Customer to provide evidence of such a valid licence.
Tudi licence za Skupine družb je mogoče pridobiti s sklenitvijo neposredne licenčne pogodbe z družbo Royal Mail. SAP zahtevaod Stranke, da predloži dokazilo o taki veljavni licenci.
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.
Končni uporabnik se strinja, do bo nemudoma obvestil Ponudnika rešitev in/ali Zunanje ponudnike rešitev o kakršnihkoli spremembah licenciranja in/ali prekoračenju licencirane kategorije.

DEFINITIONS AND INTERPRETATION
OPREDELITVE POJMOV IN INTERPRETACIJE
In this Licence the following terms have the following meanings:
Naslednji izrazi imajo v tej Licenci naslednji pomen:

Bureau Customer Stranka pisarne	a customer for a Bureau Service Stranka, ki uporabi Pisarniško storitev
Bureau Services **Pisarniške storitve**	a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer Storitve, ki obsegajo Čiščenje podatkov Baze podatkov stranke in dostavo posledične Očiščene baze podatkov stranke ustrezni stranki
Customer Database **Baza podatkov stranke**	a database of an End User's customer Baza podatkov stranke Končnega uporabnika
Data Cleansing **Čiščenje podatkov**	the processing of existing data records using PAF® Data: Obdelava obstoječih podatkovnih zapisov z uporabo Podatkov PAF®: a) including validating, reformatting, correcting or appending additional data to those records, and vključno z validacijo, preoblikovanjem, popravljanjem ali dodajanjem dodatnih podatkov tem zapisom, in b) including the use of PAF® Data within address capture applications, but vključno z uporabo podatkov PAF® v aplikacijah za zajem naslovov, vendar c) not including Data Extraction (whether carried out by an address capture application or otherwise), brez Ekstrakcije podatkov (ne glede na to, ali je izvedena z aplikacijo za zajem naslovov ali kako drugače), and Cleansed shall be read accordingly zato ima tudi Očiščeno ustrezni pomen.
End User **Končni uporabnik**	a single legal entity who a Customer may permit to use PAF® Data through its Users in accordance with this Licence Posamezni pravni subjekt, ki mu Stranka dovoli, da njegovi Uporabniki uporabljajo Podatke PAF® v skladu s to Licenco.
End User Terms	the terms set out in the Licence Pogoji, določeni v Licenci.
Extracted Data	data generated as a result of Data Extraction Podatki, generirani z Ekstrakcijo podatkov.
Licence	these terms made up of the “Preamble” section, “Definitions and Interpretation” section and the “Licence Terms” section Ti pogoji, ki jih sestavljajo poglavja "Preambula", "Opredelitve pojmov in interpretacije" ter "Licenčni pogoji".
PAF® Data	Royal Mail's database known as PAF®, and including the database known as the "Alias File" Baza podatkov družbe Royal Mail z imenom PAF®, vključno z bazo podatkov z imenom "Datoteka Alias".
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 Produkt, storitev ali druga rešitev, ki koristi ali vsebuje Podatke PAF® (vključno z nudenjem samih Podatkov PAF®) v katerikoli obliki, ne glede na to, kako je proizvedena in distribuirana, ter ne glede na to, ali vsebuje drugo funkcionalnost, storitve, programsko opremo ali podatke.
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 Baza podatkov, ki samostojno ali kot del druge baze podatkov zajema vse ali pretežno vse naslove v celotni Veliki Britaniji oz. v Angliji, Walesu, na Škotskem ali Severnem Irskem.
User	an individual authorised by an End User to use a Solution Posameznik, ki ga je Končni uporabnik pooblastil za uporabo Rešitve.

LICENCE TERMS
LICENČNI POGOJI

1. END USERS' PERMITTED USE OF SOLUTIONS
DOVOLJENA UPORABA REŠITEV S STRANI KONČNIH UPORABNIKOV

End Users may freely use PAF® Data in Solutions in accordance with these End User Terms.
Končni uporabniki lahko prosto uporabljajo Podatke PAF® v Rešitvah v skladu s temi Pogoji za končne uporabnike.

2. CONDITIONS OF USE
POGOJI UPORABE

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.
Končni uporabniki ne smejo kopirati Podatkov PAF®, razen kot to dovoljujejo ti Pogoji za končne uporabnike ali kot je to razumno potrebno za izdelavo varnostnih kopij, za varnostne namene, za zagotovitev neprekinjenega poslovanja in za namene preverjanja sistema.

b) End Users may use PAF® Data for Data Extraction but Extracted Data:
Končni uporabniki lahko uporabljajo Podatke PAF® za Ekstrakcijo podatkov, vendar pa za Ekstrahirane podatke velja naslednje:

i. may only be accessed by Users, and
do njih lahko dostopajo le Uporabniki, in

ii. must not be supplied or any access to it provided to any third party.
ni jih dovoljeno dobaviti nobeni tretji osebi oz. nobeni tretji osebi ni dovoljeno zagotoviti dostopa do njih.

c) End Users may provide Cleansed data to third parties provided that:
Končni uporabniki lahko zagotovijo Očiščene podatke tretjim osebam pod naslednjimi pogoji:

i. where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and
če ti podatki izvirajo iz Pisarniške storitve ter Končni uporabnik in Stranke pisarne upoštevajo omejitve iz Načrta 4, in

ii. if such databases are Substantially All Databases:
če so take baze podatkov Pretežno popolne baze podatkov:

- such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
take baze podatkov niso predstavljene ali ponujene kot glavna, originalna in celovita baza podatkov naslovov ali z drugim podobnim opisom,
- 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
dostop je zagotovljen v obsegu običajne dobave podatkov ali rutinskih poslovnih dejavnosti Končnega uporabnika in ne poteka kot svoj posel, in
- the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.
določilo vključuje vidno obvestilo, da so bili ustrezni Očiščeni podatki očiščeni glede na Podatke PAF®.

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.
Končni uporabniki ne smejo dovoliti dostopa, prikazati ali obvestiti javnosti o nobeni Rešitvi, razen za namene zajema ali potrditve podrobnosti naslova tretjih oseb.

e) Except as set out in these End User Terms, End Users must not:
Če to ni določeno v teh Pogojih za končne uporabnike, Končnim uporabnikom ni dovoljeno naslednje:

i. transfer, assign, sell or license Solutions or their use to any other person,
prenos, dodelitev, prodaja ali licenciranje Rešitev ali njihove uporabe nobeni osebi,

ii. 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
uporaba Rešitev za ustvarjanje produkta ali storitve, ki bo distribuirana ali prodana tretji osebi in ki je odvisna od kakršnekoli uporabe Podatkov PAF®, kar vključuje kopiranje, poizvedbe, objavo, iskanje, analizo, spremembo, preoblikovanje, ali

iii. copy, reproduce, extract, reutilise or publish Solutions or any of them.
kopiranje, reprodukcija, izvlek, vnovična uporaba ali objava Rešitev oz. karkoli od tega.

3. SUBCONTRACTING
PODIZVAJANJE

End Users may provide PAF® Data to their subcontractors who may use it to the extent necessary for:
Končni uporabniki lahko zagotovijo Podatke PAF® svojim podizvajalcem, ki jih lahko uporabljajo v obsegu, potrebnem za naslednje:

a) the provision of information technology services to the End User, or
zagotavljanje storitev informacijske tehnologije Končnemu uporabniku, ali

b) acting on behalf of the End User
delovanje v imenu Končnega uporabnika,

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.
v obeh primeru za lastni poslovni namen Končnega uporabnika in ne za poslovni namen podizvajalcev, pod pogojem, da se vsak podizvajalec strinja, da bo upošteval omejitve glede uporabe Podatkov PAF®, navedene v teh Pogojih za končne uporabnike, in da je Končni uporabnik odgovoren za vse podizvajalčeve kršitve teh pogojev.

4. PERSONAL RIGHTS
OSEBNE PRAVICE

End User rights are personal, limited and non-transferable.
Pravice Končnega uporabnika so osebne, omejene in neprenosljive.

5. ROYAL MAIL'S IPR NOTICE
OBVESTILO O PRAVICAH INTELEKTUALNE LASTNINE DRUŽBE ROYAL MAIL

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.
Končni uporabnik priznava, da je družba Royal Mail lastnica pravic intelektualne lastnine v Podatkih PAF® in znamke PAF® ter da ni pridobil in mu niso bile podeljene nobene pravice do uporabe teh pravic intelektualne lastnine, razen tiste, ki so določene v teh Pogojih za končne uporabnike.

6. CESSATION OF USE OF PAF® DATA
PRENEHANJE UPORABE PODATKOV PAF®

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.
Končni uporabniki morajo prenehati uporabljati Podatke PAF®, če jim prenehajo pravice do uporabe Podatkov PAF®, prav tako pa morajo uničiti vse svoje kopije Podatkov PAF®.

7. PAF® USE BY USERS
UPORABA PAF® S STRANI UPORABNIKOV

End Users must ensure that:
Končni uporabniki morajo zagotoviti naslednje:

a) these End User Terms bind their Users,
ti Pogoji za končne uporabnike zavezujejo njihove Uporabnike,

b) only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and
le njihovi Uporabniki izkoriščajo pravico do uporabe Rešitev in Podatkov PAF®, podeljeno Končnim uporabnikom poleg pravic v teh Pogojih za končne uporabnike, in

i. 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.
če so pravice Končnih uporabnikov do uporabe Rešitev in Podatkov PAF® odpovedane ali prenehajo veljati, so pravice Uporabikov do uporabe Rešitev in Podatkov PAF® prav tako odpovedane.

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1. LIMITS ON USE OF DATA
OMEJITVE UPORABE PODATKOV

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.
Opcija direktorija naslovov, ki ga certificira USPS, za DPV in Lacslink. Če Stranka aktivira funkcije blokade Programske opreme in želi te funkcije odblokirati, se Stranka strinja, da bo Izdajatelju licence ali USPS na zahtevo predložila ustrezne podatke o lastniku seznama, podrobnostih in izvoru zapisa blokade, kar med drugim vključuje tip seznama, lastnika seznama, če je ta najet, in druge podatke o sledenju.

2. GEOGRAPHIC SPECIFIC RESTRICTIONS
OMEJITVE ZA SPECIFIČNE REGIJE

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Produkti USPS se lahko prodajajo samo v ZDA in niso na voljo zunaj ZDA.

b) US NATIONAL DIRECTORY PRODUCTS MAY BE SOLD GLOBALLY.
PRODUKTE US NATIONAL DIRECTORY JE DOVOLJENO PRODAJATI PO CELEM SVETU.

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.
SPECIALIZIRANE PRODUKTE, NA PRIMER LACSLINK, SUITELINK, NCOALINK, DPV, USPS DELIVERY SEQUENCE FILE – DSF2 IN RDI, SE SME PRODAJATI LE AMERIŠKIM PRAVNIM ALI FIZIČNIM OSEBAM ZA UPORABO ZNOTRAJ ZDA.

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.)
VMESNIK NCOALINK INTERFACE SE LAHKO PRODAJA SAMO OSEBAM, KI JIH JE USPS POOBLASTIL ZA NAKUP PODATKOV NCOALINK. (OPOMBA: PRODAJAMO SAMO VMESNIK NCOALINK INTERFACE, STRANKE PA MORAJO PRIDOBITI PODATKE NCOALINK NEPOSREDNO OD USPS-JA IN USPS MORA POTRDITI, DA JIM DOVOLJUJE NAKUP TEH PODATKOV.)

USPS SuiteLink
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;
Strankine pravice do uporabe produkta CASS Certified Interface in produkta SuiteLink so strogo omejene samo na uporabo v Združenih državah Amerike;
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.
Strankina pravica do uporabe produkta CASS Certified Interface in produkta SuiteLink je strogo omejena na izboljšavo naslovov za dostavo poslovnih pošiljk v poslovne zgradbe za uporabo na pismih, večjih pisemskih pošiljkah, dopisnicah, paketih, letakih, revijah, razglednicah, oglasnem materialu, knjigah in drugih tiskovinah ter katerihkoli drugih pošiljkah, ki jih dostavi USPS.
Customer have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface or the SuiteLink Product.
Stranka nima pravice do podeljevanja podlicenc, prodaje ali kakršnekoli druge distribucije, razmnoževanja, izvajanja ali pripravljanja izpeljanih del Vmesnika ali produkta SuiteLink.
Customer acknowledges that:
Stranka priznava, da:

a) the CASS Certified Interface and the SuiteLink Product under license from USPS;
Sta produkt CASS Certified Interface in produkt SuiteLink pod licenco USPS-ja;

b) You are a sublicensee under SAP's license from USPS and obtain from Licensor no broader right than permitted under SAP's license agreement with USPS;
Ste imetnik podlicence pod licenco SAP-ja, ki jo je podelil USPS, in od Izdajatelja licence ne pridobite večjih pravic, kot so dodeljene s SAP-jevo licenčno pogodbo z USPS-om;

5. You shall be strictly limited to using the CASS Certified Interface and the SuiteLink Product only as a component of SAP's Data Quality or Data Services products.
Ste strogo omejeni na uporabo produkta CASS Certified Interface in produkta SuiteLink samo kot komponento SAP-jevih produktov Data Quality ali Data Services.

USPS NCOALink

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").
Stranka nima drugih pravic do vmesnika NCOALink Interface s to pogodbo razen pravic do uporabe kot komponento produktov Data Quality in Data Services Izdajatelja licence v povezavi s podatkovnim produktom NCOALink za posodobitev seznama, sistema, skupine ali drugih zbirk vsaj 100 enoznačnih imen in naslovov (v nadaljevanju "Seznam naslovnikov"), ki jih uporablja za naslavljanje pisem, večjih pisemskih pošiljk, dopisnic, paketov, letakov, revij, oglasnega materiala, knjig in drugih tiskovin ter katerihkoli drugih pošiljk (v nadaljevanju "Pošiljke"), ki jih dostavi United States Postal Service, za dostavo s strani United States Postal Service (v nadaljevanju "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.
Stranka nima pravice do razvijanja ali uporabe nobenega produkta, storitve, vmesnika NCOALink ali drugih povezanih produktov ali tehnologij za sestavljanje ali vzdrževanje seznama ali zbirke imen in naslovov ali naslovov samo novih priseljencev ali za ustvarjanje drugih produktov ali baz podatkov ali zbirk podatkov o novih priseljencih, zgodovine ali sprememb naslovov, seznamov ali zgodovine prebivalcev ali drugih virov podatkov ali podatkov na podlagi podatkov, ki jih je prejel od podatkov ali tehnologije NCOALink ali prek njih, v namene posojanja, prodaje, prenosa, razkritja, dajanja na voljo ali kakršnegakoli drugačnega posredovanja takih podatkov pravni ali fizični osebi, ki ni povezana s Stranko.
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.
Stranka lahko posodobljene naslove lahko obdrži za namene komuniciranja z naslovniki na svojem Seznamu naslovnikov in za namene vodenja evidenc, če jih ne uporablja v nasprotju z določbami v 2. odstavku zgoraj, za posameznike in pravne ali fizične osebe, s katerimi je ali je bila v poslovnem razmerju, v povezavi s katerimi bo uporabljala posodobljeni naslov; te posodobljene naslove lahko uporablja izključno Stranka in jih lahko uporablja samo v svoje organizacijske namene v povezavi s tem posameznikom ali pravno ali fizično osebo in jih ne sme posredovati, razkriti, licencirati ali distribuirati nobeni drugi pravni ali fizični osebi ali posamezniku in jih druge pravne ali fizične osebe ali posamezniki ne smejo nikakor uporabljati.
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.
Lastniških Seznamov naslovnikov, ki vsebujejo stare in ustrezno posodobljene evidence naslovov, ali storitveni produkt oz. sistem seznamov, s katerimi je mogoče povezati stare in ustrezno posodobljene evidence naslovov, če so bile posodobljene z uporabo produkta NCOALink, ne smete posojati, prodajati, prenašati, razkrivati, dajati na voljo ali kakorkoli drugače posredovati, v celoti ali delno, svojim strankam ali kateremukoli drugemu posamezniku ali pravni ali fizični osebi.
Customer's right to use the NCOALink Interface is strictly limited to use only within the United States, its territories, and possessions.
Strankina pravica do uporabe vmesnika NCOALink Interface je strogo omejena na uporabo znotraj Združenih držav Amerike in njihovih ozemelj.
As to the Interface, Customer has the right only to update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
Pri Vmesniku ima Stranka pravico samo do posodabljanja Seznamov naslovnikov, ki se uporabljajo za pripravo pošiljk, ki bodo poslane z USPS-om.
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.
Stranka nima pravice do podeljevanja podlicenc, prodaje, dodelitve in nobenega prenosa pravic, razmnoževanja, izvajanja, poskusov izboljšav, izvajanja obratnega inženiringa, prilagajanja ter nobenega drugačnega spreminjanja ali do pripravljanja izpeljanih del Vmesnika. Vsak poskus podeljevanja podlicenc, prodaje, dodelitve ali kakršnegakoli prenosa pravic ali kakršnekoli distribucije Vmesnika, je ničen.
Customer acknowledges that:
Stranka priznava, da:

a) USPS owns the NCOALink data, technology, and system in its entirety including that used in the development of the Interface;
Je USPS lastnik podatkov, tehnologije in sistema NCOALink v celoti, vključno s tistimi, uporabljenimi v razvoju Vmesnika;

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® ;
Ima USPS v lasti in obdrži pravice do blagovne znamke NCOALink in do registriranih blagovnih znamk UNITED STATES POSTAL SERVICE®, POSTAL SERVICE ®, US POSTAL SERVICE® in 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
SAP Stranki nudi Vmesnik kot komponento svojih produktov za uporabo izključno s produktom NCOALink pod neizključno, omejeno licenco za distribucijo od USPS-ja; in

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.
Pravice, ki jih Stranka dobi s to licenco, izhajajo iz pogodbe, ki jo je SAP sklenil z USPS-jem, in od SAP-ja ne dobite večjih pravic, kot jih SAP dobi od USPS-ja, razen posebne Strankine pravice do uporabe vmesnika NCOALink Interface za dostop do podatkov NCOALink.

Customer is strictly limited to using the Interface only as a component of SAP's Data Quality and Data Services products.
Stranka je strogo omejena na uporabo Vmesnika samo kot komponente SAP-jevih produktov Data Quality in Data Services.
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.
Stranka priznava in se strinja, da nima pravice podeljevanja podlicenc, prodaje, distribucije, razmnoževanja ali prikazovanja blagovnih znamk USPS ali prodaje Vmesnika ali drugih produktov pod blagovnimi znamkami USPS.

DPV SUBLICENSE AGREEMENT
PODLICENČNA POGODBA DPV

This Sublicense Agreement ("Sublicense") between SAP and Customer, its subsidiaries and affiliates, current and future ("Sublicensee") sets forth additional terms required by the United States Postal Service ("USPS") regarding Sublicensee's use of the DPV option with other SAP CASS certified software.
Ta podlicenčna pogodba ("Podlicenca") med SAP-jem in Stranko, njenimi sedanjimi in bodočimi podružnicami ter izpostavami ("Imetnik podlicence") določa dodatne pogoje, ki jih zahteva ameriška poštna služba United States Postal Service ("USPS") za DPV-možnost, ki jo uporablja Imetnik podlicence z drugo certificirano programsko opremo SAP CASS.
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.
Za namene te podlicence pomeni Delivery Point Validation ("DPV") nov zaščiten tehnološki produkt USPS-a, oblikovan za pomoč pošiljateljem pri preverjanju pravilnosti podatkov o naslovu vse do fizičnega mesta dostave. Postopek DPV ne more dodeliti devetmestne poštne številke (ZIP+4) niti se ne odzove na naslove, ki niso kodirani z devetmestno poštno številko (ZIP+4).

1. Sublicensee understands that the USPS provides the DPV Product through special licensing in order to protect the USPS' proprietary intellectual property and its compliance with restrictions of Title 39 USC § 412.
Imetnik podlicence razume, da USPS dobavlja produkt DPV s posebnim licenciranjem, da bi zaščitil svojo intelektualno lastnino in njeno usklajenost z omejitvami iz naslova 39 USC 412. člena.
2. Sublicensee acknowledges that the address information contained within the DPV Product is subject to Title 39 USC § 412. Sublicensee shall take all steps necessary to secure the DPV Product in a manner that fully complies with Section 412 constraints prohibiting the disclosure of address lists.
Imetnik podlicence priznava, da za informacije o naslovih, vsebovane v produktu DPV, velja Poglavje 39 USC 412. člena. Imetnik podlicence sprejme vse potrebne ukrepe za zaščito produkta DPV na način, ki v celoti upošteva omejitve iz odstavka 412, ki prepovedujejo razkritje seznamov naslovov.
3. Sublicensee acknowledges that the DPV Product is confidential and the proprietary property of the USPS. Sublicensee further acknowledges that the USPS represents that it is the sole owner of copyrights and other proprietary rights in the DPV Product.
Imetnik podlicence priznava, da je produkt DPV zaupen in v izključni lasti USPS. Imetnik podlicence priznava, da USPS zagotavlja, da je edini lastnik avtorskih pravic in drugih zaščitenih pravic do produkta DPV.
4. Sublicensee shall not use the DPV Product technology to artificially compile a list of delivery points not already in Sublicensee's possession or to create other derivative products based upon information received from or through the DPV Product technology.
Imetnik podlicence ne bo uporabljal tehnologije produkta DPV za umetno sestavljanje seznama dostavnih mest, ki še ni v njegovi lasti, ali za ustvarjanje drugih izpeljanih produktov na osnovi informacij, prejetih od ali prek tehnologije produkta DPV.
5. No proprietary Sublicensee address list(s) or service products or other system of records that contain(s) address attributes updated through DPV processing shall be rented, sold, distributed or otherwise provided in whole or in part to any third party for any purpose containing address attributes derived from DPV processing. Sublicensee may not use the DPV technology to artificially generate address records or to create mailing lists.
Seznamov naslovov, ki so v izključni lasti Imetnika podlicence, ali storitvenih produktov ali drugega sistema evidenc, ki vključujejo atribute naslova, posodobljene prek obdelave z DPV, ni mogoče posoditi, prodati, distribuirati ali drugače zagotoviti, v celoti ali delno, katerikoli tretji osebi za kakršenkoli namen, ki vključuje atribute naslova, pridobljene prek obdelave z DPV. Imetnik podlicence ne sme uporabljati tehnologije DPV za umetno ustvarjanje evidenc o naslovih ali za ustvarjanje seznama naslovnikov.
6. The DPV Product processing requires Sublicensee to have access to address information that appears on mail pieces. To ensure the confidentiality of this address information, no employee or former employee of Sublicensee may, at any time, disclose to any third party any address information obtained in the performance of this agreement. Sublicensee agrees to control and restrict access to address information to persons who need it to perform work under this agreement and prohibit the unauthorized reproduction of this information. Due to the sensitive nature of the confidential and proprietary information contained in the DPV Product, Sublicensee acknowledges that unauthorized use and/or disclosure of the DPV will irreparably harm the USPS' intellectual property. Therefore, Sublicensee (i) agrees to reimburse the USPS for any unauthorized use and/or disclosure at a rate of treble (3 times) the current annual fee charged to Sublicensee hereunder; and (ii) consents to such injunctive or other equitable relief as a court of competent jurisdiction may deem proper.
Imetnik podlicence potrebuje za obdelavo podatkov s produktom DPV dostop do informacij o naslovih, ki so navedeni na poštnih pošiljkah. Za zagotovitev zaupnosti teh informacij o naslovih zaposleni ali bivši zaposleni Imetnika podlicence ne sme tretji osebi nikoli razkriti nobenih informacij o naslovih, pridobljenih z izvajanjem te pogodbe. Imetnik podlicence se strinja, da bo nadzoroval in omejeval dostop to informacij o naslovih osebam, ki te informacije potrebujejo za izvajanje dela iz te pogodbe, in da bo preprečil nepooblaščeno razmnoževanje teh informacij. Zaradi občutljive narave zaupnih in lastniških informacij, vsebovanih v produktu DPV, imetnik podlicence priznava, da bosta nepooblaščena uporaba in/ali razkritje informacij iz DPV-ja povzročila nepopravljivo škodo intelektualni lastnini USPS-ja. Zato se imetnik podlicence (i) strinja, da bo za nepooblaščeno uporabo in/ali razkritje USPS-ju plačal nadomestilo v trikratni višini običajne letne pristojbine, zaračunane imetniku podlicence po tej pogodbi; in (ii) pristaja na takšno sodno ali kako drugače pravično določeno nadomestilo, ki ga pristojno sodišče šteje za primernega.

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 SUBLICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR DPV.
   SAP IN USPS NISTA ODGOVORNA ZA KAKRŠNOKOLI NAPAKO ALI POMANKLJIVOST PRI OBLIKOVANJU ALI DELOVANJU DPV-JA ALI KAKRŠNOKOLI DRUGO NAPAKO ALI POMANJKLJIVOST DPV-JA ALI ZA KAKRŠNOKOLI ŠKODO, KI JE NASTALA ZARADI TAKŠNIH NAPAK ALI POMANJKLJIVOSTI ALI JE Z NJIMI POVEZANA. OBVEZNOST DRUŽBE SAP ALI USPS DO IMETNIKA PODLICENCE IZ TE POGODBE V NOBENEM PRIMERU NE PRESEGA SORAZMERNEGA DELEŽA LETNE PRISTOJBINE ZA LICENCO ZA DPV.
8. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the DPV provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee's performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of DPV Product, including data derived from DPV, by Sublicensee, or any employee, agent, or representative of Sublicensee.
   SAP se strinja, da proti Imetniku podlicence ne bo uveljavljal zahtevkov ter da ga bo branil in od njega ne bo terjal odškodnine za kršitev avtorskih pravic, pravic blagovne znamke ali storitvene znamke Združenih držav, ki so del DPV-ja in so Imetniku podlicence zagotovljene s to pogodbo. Ta obveznost velja samo, če Imetnik podlicence SAP v petih (5) koledarskih dneh obvesti o tožbi ali ukrepu, ki navaja takšno kršitev, in mu omogoči, da v skladu z veljavnimi zakoni, predpisi in pravili sodeluje pri svoji obrambi. Poleg tega se Imetnik podlicence strinja, da proti SAP-ju in USPS-u ter njunim uradnikom, agentom, zastopnikom in zaposlenim ne bo uveljavljal zahtevkov ter da jih bo branil in od njih ne bo terjal odškodnine za kakršnekoli zahtevke, izgube, škodo, ukrepe, tožbe, stroške in/ali obveznosti, nastale zaradi ali na podlagi kakršnekoli poškodbe ali škode, ki je bila povzročena ali jo je utrpela oseba, osebe ali lastnina, in ki izvira, je nastala ali jo je mogoče pripisati delovanju Imetnika podlicence v skladu in v povezavi s to pogodbo, ter je v celoti ali delno nastala zaradi kakršnekoli kršitve te pogodbe ali zaradi malomarnosti ali namerne kršitve, vključno s kakršnimkoli razkritjem ali zlorabo produkta DPV, vključno s podatki, pridobljenimi iz DPV, s strani Imetnika podlicence ali kateregakoli zaposlenega, agenta ali zastopnika Imetnika podlicence.
9. Sublicensee acknowledges that the USPS reserves the right to stop DPV processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's DPV processing, (i) Sublicensee shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping DPV directories to Sublicensee.
   Imetnik podlicence priznava, da si USPS po svoji lastni presoji pridružuje pravico do ukinitve obdelave podatkov z DPV. SAP ni odgovoren za kakršnokoli odločitev, ki jo sprejme USPS pri ukinitvi Podlicence Imetnika podlicence, med drugim vključno s sprejemom odločitve o ukinitvi v imenu stranke. Če USPS Imetniku licence prepove obdelavo podatkov z DPV-jem, (i) Imetnik podlicence ni upravičen do kakršnegakoli povračila ali sredstev s strani SAP-ja; in (ii) SAP bo prenehal s pošiljanjem DPV-direktorijev Imetniku podlicence.
10. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.
    Imetnik podlicence se strinja, da ima USPS ali njegov pooblaščeni zastopnik, po predhodnem obvestilu ali brez njega, pravico obiskati in pregledati prostore imetnika licence. USPS ali njegov pooblaščeni zastopnik ima pravico pregledati, v prostorih Imetnika podlicence ali zunaj njih, računalniške sisteme, datoteke, dokumente, administrativne evidence in druga gradiva za zagotovitev, da Imetnik podlicence upošteva določila te pogodbe.
11. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.
    Imetnik podlicence se strinja tudi, da bo imel USPS ali njegov pooblaščeni zastopnik še tri (3) leta po zadnjem plačilu iz te pogodbe dostop do in pravico do pregleda katerihkoli zadevnih knjig, dokumentov, listin, evidenc ali drugih materialov imetnika licence, ki vključujejo transakcije, povezane s to pogodbo.
12. Sublicensee shall not export the DPV Product outside of the United States or its territories without prior written approval of the USPS.
    Imetnik podlicence ne sme izvažati produkta DPV iz Združenih držav ali njenih ozemelj brez predhodnega pisnega dovoljenja USPS-ja.
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.
    To podlicenco urejajo zvezni zakoni Združenih držav Amerike ali, če se takšni zakoni ne uporabljajo, zakoni države New York, kot je to določilo ameriško pritožbeno sodišče United States Court of Appeals for the Second Circuit.
14. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.
    Ta podlicenca ni prenosljiva, niti v celoti niti delno. Pravice in obveznosti Imetnika podlicence prenehajo veljati takoj po likvidaciji, združitvi, odkupu ali prenosu kakršnihkoli sredstev imetnika licence.
15. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.
    Vse obveznosti Imetnika podlicence iz te podlicence so v prid podjetja USPS.

USPS LACSLink Software Sublicense

Podlicenca za programsko opremo USPS LACSLink

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

Ta Podlicenčna pogodba ("Podlicenca") med SAP-jem in Stranko, njenimi sedanjimi in bodočimi podružnicami ter izpostavami ("Imetnik podlicence") določa dodatne pogoje, ki jih zahteva ameriška poštna služba United States Postal Service ("USPS") za možnost LACSLink, ki jo Imetnik podlicence uporablja z drugo certificirano programsko opremo CASS.

1. For purposes of this document, the following terms shall be defined as set forth below:
   Za namene tega dokumenta se naslednji izrazi opredelijo, kot je določeno spodaj:

- “USPS” means the United States Postal Service.
  "USPS" je ameriška poštna služba (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.
  "Pošiljke" pomeni pisma, večje pisemske pošiljke, dopisnice, pakete, letake, revije, razglednice, oglasna gradiva, knjige in druge tiskovine in katerekoli druge pošiljke, ki jih dostavi 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.
  "Vmesnik" pomeni enega ali več vmesnikov, ki jih je SAP razvil za uporabo s produktom LACSLink. "Produkt LACSLink" pomeni zaupno in zaščiteno podatkovno bazo, ki se nanaša na pretvorbo obstoječih naslovov v nove ali posodobljene ali nadomestne naslove ali podobno in jo zagotavlja USPS v visoko in izjemno zaščitenem okolju.

2. Sublicensee’s right 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
   Pravica Imetnika podlicence do uporabe Vmesnika je strogo omejena na uporabo znotraj geografskih meja Združenih držav in njihovih ozemelj ter le na posodabljanje naslovov in seznamov naslovnikov, ki se uporabljajo za pripravo pošiljk za pošiljanje prek USPS-ja v skladu z zahtevami USPS-ja.
   Sublicensee shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface. Sublicensee hereby acknowledges that:
   Imetnik podlicence nima pravice do podeljevanja podlicenc, prodaje ali kakršnekoli druge distribucije, razmnoževanja, izvajanja ali pripravljanja izpeljanih del Vmesnika. Imetnik podlicence priznava, da:
   - USPS owns the LACSLink Product and USPS marks;
     je USPS lastnik produkta LACSLink in oznak USPS;
   - SAP provides the SAP product in part under license from USPS;
     SAP dobavlja produkt SAP delno pod licenco USPS-a;
   - Sublicensee 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:
     Imetnik podlicence je Stranka pod licenco SAP-ja, podeljeno s strani USPS-a, in od družbe SAP ne pridobi večjih pravic, kot so družbi SAP zagotovljene z licenco USPS-a.
   - Sublicensee shall be strictly limited to using the Interface only as a component of the SAP product; and Sublicensee agrees that id does not have a right to sublicense, distribute, reproduce, perform, display, or sell the Interface or USPS’s marks.
     Imetnik podlicence je strogo omejen na uporabo Vmesnika zgolj kot komponente SAP-jevega produkta; in Imetnik podlicence se strinja, da nima pravice do podeljevanja podlicenc, distribucije, razmnoževanja, izvajanja, prikazovanja ali prodaje Vmesnika ali oznak USPS-a.
3. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF LACSLink, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP’S OR THE USPS' LIABILITY TO SUBLICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR LACSLink BASED ON THE EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.
   SAP IN USPS NISTA ODGOVORNA ZA KAKRŠNOKOLI NAPAKO ALI POMANKLJIVOST PRI OBLIKOVANJU ALI DELOVANJU LACSLinka ALI KAKRŠNOKOLI DRUGO NAPAKO ALI POMANJKLJIVOST DPV-JA ALI ZA KAKRŠNOKOLI ŠKODO, KI JE NASTALA ZARADI TAKŠNIH NAPAK ALI POMANJKLJIVOSTI ALI JE Z NJIMI POVEZANA. OBVEZNOST DRUŽBE SAP ALI USPS DO IMETNIKA PODLICENCE IZ TE POGODBE V NOBENEM PRIMERU NE PRESEGA SORAZMERNEGA DELEŽA LETNE PRISTOJBINE ZA LICENCO ZA LACSLink NA PODLAGI DATUMA PREKLICA V TRIDESETIH (30) KOLEDARSKIH DNEH OD DATUMA PREKLICA.
4. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the LACSLink Product provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee’s performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of LACSLink Product, including data derived from LACSLink Product, by Sublicensee, or any employee, agent, or representative of Sublicensee.
   SAP se strinja, da proti Imetniku podlicence ne bo uveljavljal zahtevkov ter da ga bo branil in od njega ne bo terjal odškodnine za kršitev avtorskih pravic, pravic blagovne znamke ali storitvene znamke Združenih držav, ki so del produkta LACSLink in so Imetniku podlicence zagotovljene s to pogodbo. Ta obveznost velja samo, če Imetnik podlicence SAP v petih (5) koledarskih dneh obvesti o tožbi ali ukrepu, ki navaja takšno kršitev, in mu omogoči, da v skladu z veljavnimi zakoni, predpisi in pravili sodeluje pri svoji obrambi. Poleg tega se imetnik podlicence strinja, da proti SAP-ju in USPS-u ter njunim uradnikom, agentom, zastopnikom in zaposlenim ne bo uveljavljal zahtevkov ter da jih bo branil in od njih ne bo terjal odškodnine za kakršnekoli zahtevke, izgube, škodo, ukrepe, tožbe, stroške in/ali obveznosti, ki so nastali zaradi ali na podlagi kakršnekoli poškodbe ali škode, ki je bila povzročena ali so jo utrpeli oseba, osebe ali lastnina, in ki izvira, je nastala ali jo je mogoče pripisati delovanju Imetnika podlicence v skladu in v povezavi s to pogodbo, ter je v celoti ali delno nastala zaradi kakršnekoli kršitve te pogodbe ali zaradi malomarnosti ali namerne kršitve, vključno s kakršnimkoli razkritjem ali zlorabo produkta LACSLink, vključno s podatki, pridobljenimi iz produkta LACSLink, s strani Imetnika podlicence ali kateregakoli zaposlenega, agenta ali zastopnika Imetnika podlicence.

5. Sublicensee acknowledges that the USPS reserves the right to stop LACSLink Product processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's LACSLink Product processing:
   Imetnik podlicence priznava, da si USPS po svoji lastni presoji pridružuje pravico do ukinitve obdelave podatkov s produktom LACSLink. SAP ni odgovoren za kakršnokoli odločitev, ki jo sprejme USPS pri ukinitvi Podlicence Imetnika podlicence, med drugim vključno s sprejemom odločitve o ukinitvi v imenu stranke. Če USPS odpove obdelavo za LACSLink Product imetnika podlicence:
   i. Sublicensee shall not be entitled to any refund or credit from SAP; and
      Imetnik podlicence ni upravičen do nobenega povračila ali dobropisa od SAP-ja; in
   ii. SAP will discontinue shipping LACSLink Product directories to Sublicensee.
      SAP bo PodStranki prenehal pošiljati direktorije LACSLink Product.
6. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.
   Imetnik podlicence se strinja, da ima USPS ali njegov pooblaščeni zastopnik, po predhodnem obvestilu ali brez njega, pravico obiskati in pregledati prostore imetnika licence. USPS ali njegov pooblaščeni zastopnik ima pravico pregledati, v prostorih Imetnika podlicence ali zunaj njih, računalniške sisteme, datoteke, dokumente, administrativne evidence in druga gradiva za zagotovitev, da Imetnik podlicence upošteva določila te pogodbe.
7. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.
   Imetnik podlicence se strinja tudi, da bo imel USPS ali njegov pooblaščeni zastopnik še tri (3) leta po zadnjem plačilu iz te pogodbe dostop do in pravico do pregleda katerihkoli zadevnih knjig, dokumentov, listin, evidenc ali drugih materialov imetnika licence, ki vključujejo transakcije, povezane s to pogodbo.
8. Sublicensee shall not export the LACSLink Product outside of the United States or its territories without prior written approval of the USPS.
   Imetnik podlicence ne sme izvažati produkta LACSLink iz Združenih držav ali njenih ozemelj brez predhodnega pisnega dovoljenja USPS-ja.
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.
   To podlicenco urejajo zvezni zakoni Združenih držav Amerike ali, če se takšni zakoni ne uporabljajo, zakoni države New York, kot je to določilo ameriško pritožbeno sodišče United States Court of Appeals for the Second Circuit.
10. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.
    Ta podlicenca ni prenosljiva, niti v celoti niti delno. Pravice in obveznosti Imetnika podlicence prenehajo veljati takoj po likvidaciji, združitvi, odkupu ali prenosu kakršnihkoli sredstev imetnika licence.
11. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.
    Vse obveznosti Imetnika podlicence iz te podlicence so v prid podjetja USPS.
    DSF2 Interface (USPS Delivery Sequence File - DSF2)
    Vmesnik DSF2 (USPS Delivery Sequence File - DSF2)
    Sublicensee has no rights as to the DSF2 Interface under this agreement beyond using it in conjunction with the DSF2 data product to update a list, system, group or other collection of addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").
    Imetnik podlicence po tej Pogodbi nima drugih pravic za Vmesnik DSF2 razen pravic do uporabe v povezavi s podatkovnim produktom DSF2 za posodobitev seznama, sistema, skupine ali drugih zbirk naslovov (v nadaljevanju "Seznami naslovnikov"), ki jih uporablja za naslavljanje pisem, večjih pisemskih pošiljk, dopisnic, paketov, letakov, revij, oglasnega materiala, knjig in drugih tiskovin ter katerihkoli drugih pošiljk (v nadaljevanju "Pošiljke"), ki jih dostavi United States Postal Service, za dostavo, ki jo izvede United States Postal Service (v nadaljevanju "USPS").
    Sublicensee's right to use the DSF2 Interface is strictly limited to use only within the United States, its territories, and possessions.
    Pravica Imetnika podlicence za uporabo Vmesnika DSF2 je strogo omejena na uporabo znotraj Združenih držav Amerike in njihovih ozemelj.
    As to the Interface, Sublicensee has the right only to sequence and/or update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
    Pri Vmesniku ima Imetnik podlicence pravico samo do izvedbe sosledja in/ali posodobitve Seznamov naslovnikov, ki se uporabljajo za pripravo Pošiljk, ki bodo poslane z USPS.
    Sublicensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
    Imetnik podlicence nima pravice do podeljevanja podlicenc, prodaje, dodelitve ali kakršnegakoli prenosa pravic, razmnoževanja, izvajanja, poskusov izboljšav, izvajanja obratnega inženiringa, prilagajanja ali kakršnegakoli drugačnega spreminjanja ali do pripravljanja izpeljanih del Vmesnika. Vsak poskus podeljevanja podlicenc, prodaje, dodelitve ali kakršnegakoli prenosa pravic ali kakršnekoli distribucije Vmesnika, je ničen.
    Sublicensee acknowledges
    Imetnik podlicence priznava, da:
    a) that USPS owns the DSF2 data, technology, and system in its entirety including that used in the development of the Interface;
       je USPS v celoti lastnik podatkov, tehnologije in sistema DSF2, vključno s tistimi, uporabljenimi v razvoju Vmesnika;
    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® ;
       ima USPS v lasti in obdrži pravice do blagovne znamke DSF2 in do registriranih blagovnih znamk UNITED STATES POSTAL SERVICE®, POSTAL SERVICE ®, US POSTAL SERVICE® in USPS®;
    c) that Customer is providing the Interface to Sublicensee solely for use with the DSF2 Product under a nonexclusive, limited distribution license from USPS; and
       Stranka nudi Imetniku podlicence Vmesnik za uporabo izključno s produktom DSF2 z neizključno, omejeno USPS-ovo licenco za distribucijo; in

d) that the rights Sublicensee obtains in this license are derived from Customer's agreement with USPS and Sublicensee obtains from Customer no broader right than Customer obtains from USPS, except as to Sublicensee's specific right to use the DSF2 Interface to access the DSF2 data.
pravice, ki jih Imetnik podlicence dobi s to licenco, izhajajo iz pogodbe, ki jo je Imetnik podlicence sklenil z USPS, in od Stranke ne dobi širših pravic, kot jih Stranka dobi od USPS, razen posebne pravice Imetnika podlicence za uporabo vmesnika DSF2 za dostop do podatkov DSF2.

Sublicensee is strictly limited to using the Interface only with the DSF2 Product; and
Imetnik podlicence je strogo omejen, da lahko uporablja Vmesnik samo s produktom DSF2; ter
Sublicensee acknowledges and agrees that Sublicensee has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.
Imetnik podlicence priznava in se strinja, da nima pravice podeljevanja podlicenc, prodaje, distribucije, razmnoževanja ali prikazovanja blagovnih znamk USPS ali prodaje Vmesnika ali drugih produktov pod blagovnimi znamkami USPS.

Exhibit 6 – SAP Business One Software
Dodatek 6 – Programska oprema SAP Business One

PREAMBLE
UVODNE DOLOČBE

The minimum license requirements for an SAP Business One system is 1 SAP Business One Starterpackage User or 1 SAP Business One Profesional User.
Minimalne licenčne zahteve za sistem SAP Business One so en (1) uporabnik tipa SAP Business One Starterpackage User ali en (1) uporabnik tipa SAP Business One Profesional 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).
  Kot del programske opreme SAP Business One zagotovi SAP predhodno nastavljeni komponenti SAP Crystal Reports in SAP Crystal Dashboards. Taka poročila in nadzorne plošče so na voljo brez dodatne licenčnine (gl. Različice produktov SAP Crystal az 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.
  Za Programsko opremo SAP Business One je potrebna baza podatkov. Tako bazo podatkov je mogoče licencirati pri SAP-ju, njegovem pooblaščenem posredniku ali neposredno pri dobavitelju baze podatkov ali njegovem pooblaščenem posredniku.
- All individuals using SAP Business One, also through reporting tools, require an SAP Business One license.
  Vsi posamezniki, ki uporabljajo rešitev SAP Business One, tudi prek orodij poročanja, potrebujejo licenco SAP Business One.

1. INTEGRATION FRAMEWORK FOR SMES
OGRODJE ZA INTEGRACIJO ZA MALA IN SREDNJA PODJETJA

1.1. Integration Framework for SMEs is part of the SAP Business One license, except for the Starter Package User.
Framework za integracijo za mala in srednje velika podjetja je del licence SAP Business One, razen za uporabnika tipa Starter Package User.

2. SAP BUSINESS ONE STARTER PACKAGE USER
SAP BUSINESS ONE STARTER PACKAGE USER

2.1. Minimum license requirement: 1 SAP Business One Starter Package User.
Minimalne zahteve za licenco: en (1) uporabnik tipa 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 and
Največje mogoče število licenc je omejeno na skupno pet (5) za skupno število uporabnikov tipa SAP Business One Starter Package Users in

2.3. If Customer requires more than the maximum number of 5 licenses, all SAP Business One Starter Package Users need to be licensed as SAP Business One Professional or Limited Professional User.
Če Stranka zahteva več kot največje mogoče število petih (5) licenc, morajo biti vsi uporabniki tipa SAP Business One Starter Package User licencirani kot uporabniki tipa SAP Business One Professional ali 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" or and cannot be combined with any other SAP Business One user type or product options.
Uporabnika tipa SAP Business One Starter Package User je mogoče združiti le s "Posrednim dostopom delavcev, ki niso zaposleni, do SAP Business One", ni pa ga mogoče združevati z nobenim drugim tipom uporabnika ali možnostmi produkta SAP Business One.

3. SAP CRYSTAL VERSIONS FOR SAP BUSINESS ONE
RAZLIČICE PRODUKTOV SAP CRYSTAL ZA SAP BUSINESS ONE

3.1. SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards as a part of SAP Business One.
SAP nudi predhodno nastavljene BA&T SAP Crystal Reports in BA&T SAP Crystal Dashboards kot del SAP Business One.

3.2. Such reports and dashboards are available to all SAP Business One Named Users without additional license fee.
Taka poročila in nadzorne plošče so na voljo vsem uporabnikom tipa SAP Business One Named User brez plačila dodatne licenčnine.

3.3. A single SAP Business One system includes 1 user for SAP Crystal Reports, without additional license fee.
Posamezni sistem SAP Business One vključuje enega (1) uporabnika za SAP Crystal Reports brez plačila dodatne licenčnine.

3.4. SAP Crystal product versions for SAP Business One:
Različice produktov SAP Crystal za SAP Business One:

a) are restricted for Use with the SAP Business One application data;
so omejene na Uporabo s podatki aplikacije SAP Business One;

b) are further subject to the terms and conditions applicable to SAP Crystal as stated in the SUR; and
so tudi predmet pogojev, ki veljajo za SAP Crystal, kot je navedeno v PUPO; in

c) cannot be in deployed in a standalone environment.
jih ni mogoče postaviti v samostojnem okolju.

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: 1 Professional User or 1 Limited User or 1 Indirect access User required for each option licensed.
Aplikacija SAP Crystal Reports, različica za aplikacijo SAP Business One: Nudi uporabniško licenco za enega uporabnika, ki podeljuje pravice za dostop za uporabo SAP Crystal Reports, različica za SAP Business One. Pogoj: Za vsako licencirano možnost je potreben en uporabnik tipa Professional User ali Limited User ali Indirect Access User.

4. SAP BUSINESS ONE INDIRECT ACCESS BY NON-EMPLOYEES
POSREDNI DOSTOP DELAVCEV, KI NISO ZAPOSLENCI, DO SAP BUSINESS ONE

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

SAP Business One Indirect Access by Non-employees je Primerek s pooblastilom za dostop do SAP Business One le prek njegovih aplikacijskih programskih vmesnikov. Ne more dostopati do nobenih uporabniških vmesnikov (namiznih ali mobilnih), ki jih razvije SAP. Ne smejo ga uporabljati zaposleni in občasni delavci (vključno s svetovalci na podlagi Opisa dela, neodvisnimi izvajalci, honorarnimi delavci ter drugimi čezmejnimi in začasnimi delavci). Ti uporabniki potrebujejo za njegovo uporabo licenco za imenovanega uporabnika B1. SAP-jeve aplikacije in njihove zahtevane primerke je mogoče uporabljati brez dodatne licenčnine. "SAP-jeve aplikacije" so vsi paketi (npr. vsa programska oprema in programska oprema tretje osebe), licencirani s Pogodbo in/ali SAP-jeve storitve v oblaku, za katere ima Stranka veljavno naročnino, razen SAP-jevih tehnoloških rešitev in vseh paketov baze podatkov.

5. SAP BUSINESS ONE NAMED USERS
UPORABNIKI TIPA SAP BUSINESS ONE NAMED USER

5.1. **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.

Uporabnik tipa SAP Business One Professional User je uporabnik tipa Named User, ki opravlja vloge, povezane s poslovnimi postopki in podprte s Programsko opremo SAP Business One. Licenca za uporabnika tipa SAP Business One Professional User je potrebna za upravljanje sistema SAP Business One, za delo s proizvodnjo in Material Resource Planning (MRP) ter za uporabo programskega razvojnega paketa (SDK) za SAP Business One. Uporabnik tipa SAP Business One Professional User vključuje pravice, podeljene z licenco za uporabnika tipa SAP Business One Mobile Application User, SAP Business One Limited CRM User, SAP Business One Limited Financial User, SAP Business One Limited Logistic User in SAP Business One Indirect Access User.

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 1 of these roles: CRM, Financial or Logistic. The SAP Business One Limited User license includes the rights granted under an SAP Business One Mobile Application User and SAP Business One Indirect Access User license.

Uporabnik tipa SAP Business One Limited User je uporabnik tipa Named User, ki ima pravice za dostop do funkcij SAP Business One za podporo poslovnim procesom in informacijskim potrebam določene vloge. Vsakega uporabnika tipa Limited User je mogoče zahtevati za eno (1) od naslednjih vlog: CRM, finance ali logistika. Licenca za uporabnika tipa SAP Business One Limited User vključuje pravice, podeljene z licenco za uporabnika tipa SAP Business One Mobile Application User in SAP Business One Indirect Access User.

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 support under the license agreement, Customer must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Limited User for so long as Customer continues to receive support under the license agreement. This allow the upgrade from: SAP B1 Limited CRM User to SAP B1 Professional User; SAP B1 Limited Financial User to SAP B1 Professional User; SAP B1 Limited Logistic User to SAP B1 Professional User; SAP B1 Limited to SAP B1 Professional User; SAP B1 CRM Sales User to SAP B1 Professional User; SAP B1 CRM Service User to SAP B1 Professional User.

Uporabnik tipa SAP Business One Limited to SAP Business One Professional User je uporabnik tipa Named User z dovoljenji za opravljanje vlog, povezanih z uporabnikom tipa SAP Business One Professional User, ki jih podpira licenčna Programska oprema, če ima tak uporabnik tipa Named User tudi SAP-jevo licenco za uporabnika tipa SAP Business One Limited User in da imata oba licenco za isto bazo podatkov za namensko uporabo, če ta obstaja. Če Stranka prejema podporo v skladu z licenčno pogodbo, mora naročiti in v celoti plačati podporo za tega Uporabnika in za osnovnega uporabnika tipa SAP Business One Limited User za ves čas, ko Stranka prejema podporo na podlagi licenčne pogodbe. Mogoče so nadgradnje: s SAP B1 Limited CRM User na SAP B1 Professional User; s SAP B1 Limited Financial User na SAP B1 Professional User; s SAP B1 Limited Logistic User na SAP B1 Professional User; s SAP B1 Limited User na SAP B1 Professional User; s SAP B1 CRM Sales User na SAP B1 Professional User; s SAP B1 CRM Service User na SAP B1 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.

Uporabnik tipa SAP Business One Mobile Application User je uporabnik tipa Named User, ki ima pravice za dostop le do mobilne aplikacije "SAP Business One Sales" ali "SAP Business One Service". Licenca za uporabnika tipa SAP Business One Mobile Application User vsebuje pravice, podeljene z licenco za uporabnika tipa SAP Business One Indirect Access User.

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

Posredni dostop do SAP Business One, na podlagi uporabnika je uporabnik tipa Named User, pooblaščen za dostop do rešitve SAP Business One prek njenih aplikacijskih programskih vmesnikov. Ne more dostopati do nobenih uporabniških vmesnikov (namiznih ali mobilnih), ki jih razvije 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.

Uporabnik tipa SAP Business One Starter Package User je Imenovani uporabnik, ki opravlja vloge, povezane s poslovnimi postopki, ki jih podpira Programska oprema SAP Business One Starter Package. Licenca za uporabnika tipa SAP Business One Starter Package User vključuje pravice, podeljene z licenco za uporabnika tipa SAP Business One Mobile Application User in SAP Business One Indirect Access User. Licenca za uporabnika tipa SAP Business One Starter Package User ne vključuje pravic, ki jih vključuje licenca za uporabnika tipa 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 individual licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Customer must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Customer continues to receive support under the license agreement.

Uporabnik tipa SAP Business One Starter Package to SAP Business One Professional User je uporabnik tipa Named User z dovoljenji za opravljanje vlog, povezanih z uporabnikom tipa SAP Business One Professional User, ki jih podpira licenčna Programska oprema, če ima tak uporabnik tipa Named User tudi SAP-jevo licenco za uporabnika tipa SAP Business One Starter Package User in če imata oba taka Uporabnika licenco za isto bazo podatkov za namensko uporabo, če ta obstaja. Če Stranka prejema podporo v skladu z licenčno pogodbo, mora naročiti in v celoti plačati podporo za tega Uporabnika in za osnovnega uporabnika tipa SAP Business One Starter Package User za ves čas, ko Stranka prejema podporo na podlagi licenčne pogodbe.

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 individual licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Customer must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Customer continues to receive support under the license agreement.

Uporabnik tipa SAP Business One Starter Package to SAP Business One Limited User je uporabnik tipa Named User z dovoljenji za opravljanje vlog, povezanih z uporabnikom tipa SAP Business One Limited User, ki jih podpira licenčna Programska oprema, če ima tak uporabnik tipa Named User tudi SAP-jevo licenco za uporabnika tipa SAP Business One Starter Package User in če imata oba taka Uporabnika licenco za isto bazo podatkov za namensko uporabo, če ta obstaja. Če Stranka prejema podporo v skladu z licenčno pogodbo, mora naročiti in v celoti plačati podporo za tega Uporabnika in za osnovnega uporabnika tipa SAP Business One Starter Package User za ves čas, ko Stranka prejema podporo na podlagi licenčne pogodbe.

6. SAP BUSINESS ONE METRICS
METRIKE SAP BUSINESS ONE

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

"**Pogodbena cena**" je neto vrednost iz licenčne pogodbe. Pogodbena cena za partnerje pomeni partnerjevo nakupno ceno, odvisno od modela nudenja podpore.

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).

"**Naprave**" so vsak del opreme ali strojne opreme in med drugim vključujejo: delovne postaje, terminale, terminale prodajnega mesta, prenosnike, ročne naprave, tablice, dlančnike, pametne telefone, televizije z internetno povezavo, merilne naprave, naprave, nameščene v vozilu, ali druge z omrežjem povezane naprave. Aplikacija opredeljuje vrsto naprav, ki se uporabljajo in se tako štejejo za postavko na ceniku (npr. naprave SAP SQL Anywhere Database za Uporabo s SAP POS for Retail so opredeljene kot tiste naprave, ki dostopajo do podatkov iz baze podatkov SQL Anywhere Database, npr. naprave SAP Mobile Order Management pa so vse naprave, nameščene kot enote v vozilu).

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

"**Gigabajti pomnilnika**" so skupna količina prostora v pomnilniku, ki jo lahko uporablja Programska oprema, merjeno v gigabajtih.

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

"**Instance**" so enoznačne povezave do posamezne vrste določene aplikacije ali tehnologije.

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

"**PPMC (Proizvajalčeva priporočena maloprodajna cena)**" je cena po ceniku, od katere se odšteje količinski popust.

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

"**Uporabniki**" so posamezniki, ki Uporabljajo Programsko opremo.

7. PRODUCT SPECIFIC TERMS FOR BUSINESS ONE SOFTWARE
POGOJI, SPECIFIČNI ZA PRODUKTE, ZA PROGRAMSKO OPREMO BUSINESS ONE

7.1. SAP Business One Engine for SAP HANA
SAP Business One Engine za SAP HANA

7.1.1. SAP Business One, version for SAP HANA Engine is a runtime restricted license database for SAP Business One and SAP Business One Add-ons, including SAP Business Add-ons created by SAP partners or SAP Business One Add-ons created by 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 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.

SAP Business One, različica za SAP HANA Engine, je baza podatkov za SAP Business One z licenco za namensko uporabo in Dodatke za SAP Business One, vključno z dodatki za SAP Business, ki jih izdelajo SAP-jevi partnerji, ali Dodatki za SAP Business One, ki jih izdela Stranka. Stranka sme uporabljati SAP Business One, različica za SAP HANA Engine, le v povezavi s Programsko opremo SAP Business One in Dodatki za SAP Business One ter le za namene lastne interne obdelave podatkov, ki vključuje dostop uporabnikov tretje osebe, kot so na primer pogodbeniki, prodajalci ali dobavitelji v dobavni verigi, stranke ali tretje osebe, ki jo pooblasti Stranka. Kakršenkoli dostop do aplikacije SAP Business One, različica za SAP HANA Engine, kar med drugim vključuje prenos podatkov, modeliranje, poročanje in distribucijo, mora potekati prek SAP Business One ali Dodatkov za SAP Business One.

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).

SAP Business One, različica za SAP HANA Engine, vsebuje licenco za namensko uporabo za HANA Studio, Cockpit in Web IDE, dostop pa je omejen le na upravljanje in nadzor aplikacije SAP Business One, različica za SAP HANA Engine, ali za opravila sistemske administracije in modeliranje podatkov za zahteve po poročanju. Aplikacije SAP Business One, različica za SAP HANA Engine ni mogoče postaviti v isti sistem kot katerokoli drugo programsko opremo SAP HANA. Aplikacija SAP Business One, različica za SAP HANA Engine je licencirana za naslovljivi pomnilnik RAM in se lahko izvaja le v strojni opremi, ki jo je certificiral SAP, in s podprtimi operacijskimi sistemi.

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.

The SAP Business One, različica za SAP HANA Engine vključuje licenco za namensko uporabo za vse komponente SAP HANA, vključene v paket SAP HANA 2.0 Enterprise Edition za 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.

SAP Business One, različica za SAP HANA Engine vsebuje pravice uporabe za izvajanje vsebine analitike, zagotovljene prek licenčne programske opreme SAP Business One Analytics, ki se uporablja le v povezavi z rešitvijo SAP Business One.

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

** Podpora za SAP Business One je predmet načrta podpore, ki je priloga tej licenčni pogodbi.

8. LOCALIZATIONS
LOKALIZIRANE RAZLIČICE

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.

Licence za programsko opremo SAP Business One je mogoče uporabljati na katerikoli lokalizirani različici, ki jo podpira programska oprema SAP Business One. Za programsko opremo SAP Business One, licencirano po 1. 1. 2010, bo licenčni ključ izdan 'na posamezno lokalizirano različico'. Privzeto bo izdana lokalizirana različica zahtevane različice programske opreme za državo. Vsak licencirani uporabnik tipa Named User lahko dostopa le do lokalizirane različice, za katero je bil izdan licenčni ključ. Zaposleni, ki potrebujejo dostop do dveh ali več lokaliziranih različic, bodo potrebovali dve ali več licenc za uporabnika tipa Named User.

9. FAIL-OVER SYSTEMS
SISTEMI ZA PREKLOP OB IZPADU

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.

Za katerokoli okolje operacijskega sistema, v katerem Stranka izvaja sisteme programske opreme SAP Business One, lahko Stranka za začasno podporo izvaja največ enako število pasivnih sistemov programske opreme SAP Business One za preklop ob izpadu v ločenem okolju operacijskega sistema. Stranka lahko izvaja pasivno namestitev programske opreme SAP Business One za preklop ob izpadu v strežniku programske opreme, ki ni licencirani strežnik programske opreme.

10. TEST SYSTEMS
PREIZKUSNI SISTEMI

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

Stranka lahko izvaja en (1) sistem programske opreme SAP Business One v namene internega preizkusa. Stranka lahko za tak preizkusni sistem uporablja iste uporabnike, ki jih je licencirala za produkcijsko uporabo programske opreme SAP Business One.