

SAP DEVELOPER CENTER MASTER SOFTWARE DEVELOPER LICENSE AGREEMENT

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Please note additional or different product specific use rights and restrictions applicable to the SAP Software licensed hereunder are set forth in Exhibit B, which is attached. Exhibit B is incorporated into the Developer Agreement by this reference, and You should review Exhibit B for terms and conditions that apply to the use of the SAP Software You are licensing. In the event of a conflict between any of the terms and conditions in this Developer Agreement and in Exhibit B, the terms of Exhibit B shall control.

1. DEFINITIONS:

“**Content**” shall mean code, models, applications, configurations, data, or other electronic materials created by You using the Tools and/or any SAP Software licensed hereunder.

“**Excluded License**” shall mean an open source or other software license that requires, as a condition of license, use, modification, distribution or conveyance, that (a) the code be disclosed or distributed in source code form; (b) others have the right to modify or create derivative works of it; and/or (c) it becomes redistributable at no charge.

“**SAP Software**” shall mean the free development versions of SAP HANA (which includes the HANA Client software comprised of SQLDBC, ODBO (Windows only), ODBC, AND JDBC drivers), HANA Studio, and HANA Database), SAP Sybase Adaptive Server Enterprise, Sybase Adaptive Server Enterprise SDK, SAP Sybase IQ, SAP Sybase Advantage Database Server, SAP Sybase SQL Anywhere, SAP Mobile Platform, SAP NetWeaver Application Server ABAP, SAP NetWeaver Gateway, SAP Sybase Event Stream Processor, Tools (defined below), and any other free SAP and third party software products and components which are made available to You under this Developer Agreement and to which You are given access to on or through an SAP web site.

“**Tools**” are the applications, SDKs, application programming interfaces (“**APIs**”), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials including classes and methods, that are utilized by developers to create Content, which include, but, are not limited to SAP HANA Cloud Integration (Data Services), SAP UI5, PowerBuilder, SAP 3D Visual Enterprise, Dynamic Visualization Library, SAP Business Intelligence SDK (SAP BI SDK), that are made available to You by SAP on or through the an SAP web site.

“**Web Services Account**” or “**WSA**” shall mean a cloud based account that You setup and maintain at one of the SAP authorized cloud computing platform web hosting service providers which may host the SAP Software you access and use under this Developer Agreement under a

separate agreement directly between You and the WSA. The authorized WSAs are identified in Exhibit A to this Developer Agreement, which is attached and incorporated herein by this reference.

2. LICENSE GRANT:

- a. GENERAL: During the Term, You may access the SAP Software through your own WSA or through a downloadable version (where applicable) and use the SAP Software solely for the purposes of developing, testing, and demonstrating Content You develop under this Developer Agreement that is compatible with SAP Software.
- b. Other SAP Software Use Rights and Restrictions: Other SAP Software use rights and restrictions applicable to specific SAP Software licensed hereunder are set forth in Exhibit B to this Developer Agreement which is attached and incorporated herein by this reference. In the event of a conflict between any of the terms and conditions contained in this Developer Agreement and the terms set forth in Exhibit B, the terms of Exhibit B shall control.
- c. Covenant Not to Assert a Claim or Sue SAP: In exchange for the right to develop Content under this Developer Agreement, You covenant not to assert any Intellectual Property Rights in Content created by You against any SAP product, service, or future SAP development.

3. RESTRICTIONS:

- a. GENERAL: You may not use the SAP Software or Tools for (1) the purposes of demonstrating the SAP Software or Tools except where such demonstration of the SAP Software is incidental to and required for the demonstration of the Content, or, (2) any type of non-development purposes. Additionally, You may not transfer, sell, rent, distribute, assign, sublicense, convey or use the SAP Software for any timesharing or service bureau purposes, or (a) duplicate, reverse engineer (unless required by law for interoperability), (b) modify, disassemble or decompile the SAP Software, (c) publish any results of benchmark tests run on the SAP Software or involving the SAP Software, (d) access or utilize the SAP Software for purposes that are inconsistent with SAP's legitimate business interests, or (e) any reason not expressly authorized hereunder.

You agree that the Content will not: (w) unreasonably impair, degrade or reduce the performance or security of any SAP software applications, services, or related technology; (x) enable the bypassing or circumventing of any SAP license restrictions and/or provide any third party with access to the SAP Software or other SAP products to which such third party is not licensed or otherwise entitled; (y) render or provide, without prior written consent from SAP, any non-public information concerning SAP software license terms, or any other non-public information related to SAP products; or (z) permit mass data extraction from an SAP product to a non-SAP product for the purposes of replacing the SAP product as the data's system of record, including use, modification, saving or other processing of such data in the non-SAP product.

b. OTHER REQUIRED LICENSES:

- i. In the event the SAP Software You are licensing under this Developer Agreement can be utilized to access, use, edit, copy, or extract data or database content from a third party database or software product, You understand that You are responsible for entering into a separate license with SAP or other party which grants You the applicable rights to the database or other software from which you are extracting and using data hereunder.
- ii. **NO RIGHT TO DISTRIBUTE SAP SOFTWARE GRANTED HEREUNDER.** Unless otherwise expressly set forth herein on a per SAP Software product basis, if You develop in a productive environment (including, but, not limited to SAP HANA, SAP Sybase SQL Anywhere or any other embedded database), You must acquire the rights to embed and deploy the applicable SAP Software licenses directly from SAP

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4. OWNERSHIP OF SOFTWARE AND CONTENT: Subject to SAP's ownership of the SAP Software and Tools, the ownership of any Content You develop under this Developer Agreement shall vest in You. Ownership of and title in the SAP Software and Tools and to all intellectual property rights in any SAP proprietary information embodied in the SAP Software are and shall remain in SAP and its licensors. You acquire only the rights expressly set forth under Section 2 above. Nothing in this Developer Agreement shall in any way convey to You any ownership rights or title in or to the SAP Software. SAP shall assume no responsibility or liability of any kind which arises out of or results from Your commercialization of any Content. The SAP Software, Tools, and the Downloads may not be modified or altered in any way except by SAP.

5. REMOTE ACCESS and DOWNLOADS: The SAP Software You are accessing and using under this Developer Agreement which was made available to You on or through an SAP web site may be provided to you by SAP (a) for download and use on to your own server, computer, or other electronic device only (any "**Computer**"), or (b) for use on Your own WSA only, or (c) for download and use on to your own Computer, or WSA at Your discretion, subject to the following:

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- c. All other SAP Software made available to You may be accessed and Used by You on Your own WSA or on Your own Computer at Your discretion.

You are solely responsible for maintaining adequate security measures to prevent unauthorized access to any SAP Software you download.

6. LICENSE TERM: The license granted hereunder shall commence upon the date that You accept this Developer Agreement by clicking the 'I Accept' button below ("**Effective Date**") and shall continue for as long as you (a) comply with the terms and conditions of this Developer Agreement; and (b) maintain your own WSA (hereinafter the "**Term**"), unless otherwise terminated in accordance with the terms of this Developer Agreement.

7. LICENSE FEE AND PAYMENT: There shall be no license fee for use of the SAP Software or Tools licensed hereunder. However, in the event that you utilize a WSA to host the SAP Software licensed hereunder, You will have to maintain your own WSA which may require payments from you to the applicable WSA provider outside of the scope of this Agreement.

8. MODIFICATIONS AND EXTENSIONS: You may not make modifications or extensions to the SAP Software without SAP's prior written consent. You expressly agree that any modifications and extensions of the SAP Software shall become part of the SAP Software and will be the property of SAP SE and that You will not grant, either expressly or by implication, any rights, title, interest or licenses to the modifications or extensions to any third party. In the event SAP provides prior written consent to You to make modifications or extensions to the SAP Software, You shall provide complete source code for all modifications and extensions to SAP. You agree that any such modifications or extensions will not modify any provided third party software hereunder unless expressly authorized in writing by such third party vendor and SAP.

9. TERMINATION: SAP may terminate this Developer Agreement and Your license to use the SAP Software immediately if You use the SAP Software for any reason not expressly authorized hereunder, fail to comply with any of the terms of this Developer Agreement, or, if your use of

the SAP software is inconsistent with SAP's legitimate business purposes. SAP may also terminate this Developer Agreement and Your license to use the SPA Software for SAP's convenience by providing you with thirty (30) day's written notice of termination (including email). You may terminate this Developer Agreement by destroying all copies of the SAP Software on Your Computer(s) and on your WSA. You also must destroy all copies of the SAP Software on Your Computer(s) and on your WSA immediately in the event this Developer Agreement is terminated or expires for any reason whatsoever.

10. WARRANTY.

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b) **If You are located in the US or Canada:** THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, ESCROW, TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER. SAP DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABILITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE. NEITHER SAP, NOR ITS SUBSIDIARIES NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS LOSSES, BUSINESS INTERRUPTION, LOSS OF DATA, AND THE LIKE) ARISING OUT OF YOUR USE OR DISTRIBUTION OF THE DISTRIBUTABLE FILES, EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages, so the above exclusions may not apply to You.

11. LIMITATION OF LIABILITY:

a) **If You are located outside the US or Canada:** IRRESPECTIVE OF THE LEGAL REASONS, SAP SHALL ONLY BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT IF SUCH DAMAGE (I) CAN BE CLAIMED UNDER THE GERMAN PRODUCT LIABILITY ACT OR (II) IS CAUSED BY INTENTIONAL MISCONDUCT OF SAP OR (III) CONSISTS OF PERSONAL INJURY. IN ALL OTHER CASES, NEITHER SAP NOR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS SHALL BE LIABLE FOR ANY KIND OF DAMAGE OR CLAIMS HEREUNDER.

b) **If You are located in the US or Canada:** IN NO EVENT SHALL SAP BE LIABLE TO YOU, YOUR COMPANY OR TO ANY THIRD PARTY FOR ANY DAMAGES IN AN AMOUNT IN EXCESS OF \$100 ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SOFTWARE OR IN CONNECTION WITH SAP'S PROVISION OF OR FAILURE TO PROVIDE SERVICES PERTAINING TO THE SOFTWARE, OR AS A RESULT OF ANY DEFECT IN THE SOFTWARE. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST SAP, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE. YOUR SOLE REMEDY IN THE EVENT OF BREACH OF THIS DEVELOPER AGREEMENT BY SAP OR FOR ANY OTHER CLAIM RELATED TO THE SOFTWARE SHALL BE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE

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12. SUPPORT: SAP is under no obligation to offer any support or maintenance services for the SAP Software which is the subject of this Developer Agreement.

13. DATA PROTECTION AND CONFIDENTIALITY: Each party shall comply with applicable data protection laws and regulations. SAP will only capture and save information about You as required to provide You with remote access to the SAP Software during the Term and to administer this Developer Agreement. All information we capture and store will be treated in accordance with SAP's privacy statement which may be viewed at <http://www.sap.com/corporate-en/our-company/legal/privacy.epx>. Except for data SAP has captured and saved in accordance with the terms of this Section, SAP is not responsible for any data produced, used or inserted by You while using the SAP Software under this Developer Agreement.

In the event You are provided or granted access to confidential information of SAP in connection with the performance of this Developer Agreement which information is expressly identified or reasonably identifiable as confidential or proprietary based on the circumstances of its disclosure ("**Confidential Information**"), You shall use such Confidential Information only to perform under this Developer Agreement. SAP's Confidential Information shall include, but are not limited to, any source code to the SAP Software, SAP programming techniques and concepts, processing methods, designs, inventions, flow charts, documentation, product specifications, and application programming interface specifications that relate to the SAP Software or the SAP materials, and any access credentials used to access the SAP systems, including, but not limited to password or account information.

The foregoing obligation shall not apply to the extent that You show that the information (i) was public knowledge at the time it was disclosed to SAP and had not become public knowledge through an act or omission by You or Your employee or agent in breach of contract, or (ii) was in the possession of or known to You before You received it from SAP, or (iii) had been lawfully disclosed to You by another person entitled to do so, or (iv) had been independently developed by You without reference to SAP's information.

Confidential Information may be provided to third parties only upon prior written consent SAP. These third parties must be subject to a written non-disclosure obligation. The term "**third party**" as used in this Section only, does not apply to Your employees and subcontractors whose performance under this Developer Agreement reasonably requires access to such Confidential Information and who have executed a corresponding non-disclosure agreement.

14. INDEMNITY: You agree to fully indemnify, hold harmless and defend SAP against law suits based on any claim: (a) that any Content created by You infringes any patent, copyright, trademark, trade secrets, or other proprietary rights of a third party, or (b) related to Your alleged violation of the terms of this Developer Agreement.

15. EXPORT: This Agreement and Your access and use of the SAP Software and distribution of the Distributable Files and Tools are subject to any governmental regulations, laws, orders or other restrictions on the export of software and related information and documentation that may be imposed by governmental authorities. You confirm that You will comply in all respect with any governmental regulations, laws, orders, or other restrictions on the export of software and any

related information and documentation which may be imposed by the governments and regulatory agencies of the United States, European Union, the Federal Republic of Germany and any country to which any software is shipped to You, or downloaded by You, from SAP. You agree to not use the SAP Software or Tools for, and will not allow the SAP Software or Tools to be used for, any purposes prohibited by German, EU and US law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction; b) You are not located in Cuba, Iran, Sudan, Iraq, North Korea, Syria, nor any other country to which the United States has prohibited export or that has been designated by the U.S. Government as a "terrorist supporting" country (any, an "**US Embargoed Country**"); c) You are not a citizen, national or resident of, and are not under the control of, a US Embargoed Country; d) You will not download or otherwise export or re-export the Tools, directly or indirectly, to a US Embargoed Country nor to citizens, nationals or residents of a US Embargoed Country; e) You are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor listed on the United States Department of Commerce Table of Denial Orders or any other U.S. government list of prohibited or restricted parties and f) You will not download or otherwise export or re-export the Tools directly or indirectly, to persons on the above-mentioned lists.

16. U.S. GOVERNMENT RESTRICTED RIGHTS. The SAP Software is Commercial Computer Software. Use, duplication and disclosure of the Program and documentation by the U.S. Government is subject to restrictions set forth in this license or in a written agreement specifying the Government's right to use the SAP Software. SAP reserves all unpublished rights under U.S. copyright laws.

17. LAW/VENUE

a. If You are located outside the US or Canada: This Developer Agreement is governed by and construed in accordance with the laws of the Germany. You and SAP agree to submit to the exclusive jurisdiction of, and venue in, the courts of Karlsruhe in Germany in any dispute arising out of or relating to this Developer Agreement.

b. If You are located in the US or Canada: This Developer Agreement shall be governed by and construed under the Commonwealth of Pennsylvania law without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Developer Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

18. ASSIGNMENT. You may not assign or otherwise transfer any of Your rights under this Developer Agreement, by operation of law or otherwise, without SAP's prior written consent.

19. MISCELLANEOUS: This Developer Agreement constitutes the complete and exclusive statement of the Developer Agreement between SAP and You related to the subject matter hereof, and supersedes all prior written and oral contracts, proposals and other communications between the parties relating to the subject matter. Oral Developer Agreements do not exist. If any provision of this Developer Agreement proves to be invalid, this will not affect any other provision of this Developer Agreement. This Developer Agreement does not entitle either party to use the other party's name, trademark or trade designation for purposes of advertising and marketing without prior written consent of this party. The waiver by either party of any of its rights hereunder shall not be construed as a waiver of any subsequent breach.

Exhibit A
To the Developer License Agreement

SAP Authorized
Cloud Computing Platform Web Hosting Service Providers

1. Amazon.com
2. PT – Sistemas de Informação, S.A.,
3. KT Corporation
4. Cloudshare, Inc.
5. SAP HANA Cloud Platform
6. Microsoft Azure

Exhibit B To the Developer License Agreement

Developer Rights and Restrictions Applicable to the Free SAP Software and Tools Made Available to You By SAP Hereunder:

Databases: NO RIGHT TO DISTRIBUTE SAP SOFTWARE GRANTED HEREUNDER. Unless otherwise expressly set forth herein on a per SAP Software product basis, if You develop in a productive environment (as in the case of SAP HANA, SAP Sybase SQL Anywhere or any other embedded or non-embedded database), You must acquire the rights to embed and deploy the applicable SAP Software licenses directly from SAP in a separate OEM, distribution, or similar agreement with SAP. Please contact Your local SAP office to discuss.

SAP Business One

- In addition to the right to demonstrate Content developed by You (see Section 2(a) (License Grant- General)), and notwithstanding the restriction in Section 3(a) of the Agreement (Restrictions- General), You may also demonstrate SAP Business One to customers and prospective customers through Your Web Services Account for the purpose of soliciting feedback regarding additional features or functionality that such third parties may need and that may be developed by You as Content under this Agreement.

SAP HANA Developer Edition

- You may install and use SAP HANA Developer Edition hereunder subject to a 64GB limit of total memory utilization.

SAP HANA, express edition

- With respect to SAP HANA, express edition (otherwise referred to in the Developer License Agreement as the “SAP Software”), the license grant in Section 2(a) of the Developer License Agreement is modified to read as follows: Notwithstanding any language to the contrary in the Agreement, during the Term, You may use the SAP Software (which You will download) **(i) for the purposes of internally testing and evaluating the SAP Software, as well as (ii) for productive purposes subject to the limitations contained in this Exhibit B.** You may also use the SAP Software to develop Content that is compatible with SAP Software; provided that such Content may only be used for Your internal, non-commercial business purposes (i.e., Your use must not be intended for or directed towards commercial advantage or monetary compensation). Additional SAP HANA, express edition capacity for productive use is subject to additional terms and conditions and additional fees. See www.sap.com for additional information.
- If You download SAP HANA, express edition as part of a virtual machine, or container technology that includes a third party operating system or other third party software (e.g., SUSE Linux Enterprise Server for SAP Applications) that third party software must, unless otherwise expressly indicated by SAP in writing, only be used with SAP HANA, express edition. Under no circumstances may any third party operating system that is provided by SAP with SAP HANA, express edition be used as a general

purpose operating system, and such operating system should only be used to run SAP HANA, express edition.

- **SUSE Linux Enterprise Server may not be used for productive purposes with any version of SAP HANA, express edition with a memory capacity in excess of 32 GB. If you purchase a license for a higher capacity version of SAP HANA, express edition, You may not use it for productive purposes with SUSE Linux Enterprise Server, and You must either obtain an appropriate license from SUSE or run the higher capacity version of SAP HANA, express edition on another operating system.**

- In addition to the restrictions in Section 3 of the Developer License Agreement, You may not, nor may You permit any third party to, publish or distribute any documentation or materials that You create using SAP HANA, express edition.

- Note that Section 3(b)(i) of the Developer Agreement states that in the event the SAP Software You are licensing under this Developer Agreement can be utilized to access, use, edit, copy, or extract data or database content from a third party database or software product, You understand that You are responsible for entering into a separate license with SAP or other party which grants You the applicable rights to the database or other software from which you are extracting and using data hereunder. In furtherance of this obligation, the following additional requirements and restrictions shall apply to Your use of and/or access to SAP HANA, express edition:

SAP HANA, express edition may be used with any number of Data Sources. As used herein, "Data Source" is defined as any software product(s) and/or database instance(s) for which You have secured an appropriate license and such use is subject to the applicable license. Subject to the terms and conditions in this Developer Agreement, including Exhibit B, You may use any data transfer tool to load data into SAP HANA, express edition. SAP is not liable for any unauthorized use of such tools, the performance of such tools, or actions undertaken by You that are not in compliance with Your database or application licenses.

Your use of SAP HANA, express edition is limited to the following:

(i) data can be exported directly out of SAP HANA, express edition into Non-SAP Applications under the condition that the use of such exported data in such Non-SAP Applications does not result in any updates to and/or trigger any processing capabilities of any SAP software or SAP licensed third party software. As used herein Non-SAP Applications is defined as any software and/or applications, other than software or third party software distributed by SAP, for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

(ii) Neither SAP HANA, express edition nor SAP HANA, express edition applications shall directly or indirectly connect to 3rd party database software licensed via SAP, except via "Application Level APIs". "Application Level APIs" are those application programming interfaces delivered as part of licensed SAP software, excluding all application programming interfaces/technologies when such interfaces/ technologies are used to communicate with and/or replicate data at a database level.

Notwithstanding any language to the contrary in this Exhibit B, provided that: (i) You have obtained a separate license for SAP software directly from SAP; and (ii) such

software is licensed solely for Standalone Use; and (iii) You comply with all aspects of the separate license agreement for the SAP software, including and subject to any use rights and restrictions (e.g., Named User, Database Deployment and Communication Rights and Restrictions, Confidentiality, etc.) set forth in the Software Use Rights posted [here](#), effective as of the time of this transaction, then You shall be permitted to connect SAP HANA, express edition to Your licensed SAP software. "Standalone Use" means the SAP software may not be used to access, directly or indirectly, in any manner whatsoever, any other SAP software and/or Third Party Software licensed from SAP, or an authorized reseller, distributor, OEM or other authorized partner of SAP.

- SAP HANA, express edition cannot be used to run SAP Business Suite or any of SAP's Business Suite applications.
- SAP HANA, express edition includes a runtime license of HANA Database Client and XSA Client. Such runtime components shall be limited solely to Use with SAP HANA, express edition.
- You may not connect any of the SAP HANA, express edition installations to form a computing "cluster" (i.e., a set of loosely or tightly connected computers that work together).
- Notwithstanding any language to the contrary in Section 6 of the Agreement (License Term), the license granted to use SAP HANA, express edition shall commence on the Effective Date and shall continue for twelve (12) months at which time the license granted to use SAP HANA, express edition shall expire, and at which time SAP HANA, express edition may cease to operate. You may extend the term of the license to use SAP HANA, express edition for additional twelve (12) month terms by obtaining a new license key in the manner provided and instructed at the time by SAP; provided that SAP reserves the right to cease making SAP HANA, express edition available, or renewing any existing licenses for SAP HANA, express edition, at any time and at SAP's sole and absolute discretion. The termination rights in Section 9 of the Agreement are unaltered by the terms and conditions in this paragraph.
- Consistent with Section 12 of the Agreement, SAP is under no obligation to offer any support or maintenance services for SAP HANA, express edition, whether the SAP Software is being used for development or productive purposes. SAP may, at its discretion, establish and maintain community based support resources where questions, discussions, and feedback can be posted and shared. For additional information, please see <http://www.sap.com/developer/topics/sap-hana-express.html>. SAP does not offer any incident support, guaranteed product updates or patches, service level agreements, or other services typically found in formal SAP support plans for SAP HANA, express edition. Maintenance and support services provided by SAP may be available for an additional fee for higher capacity SAP HANA, express edition production licenses that are purchased.
- Maintenance/updates for SUSE Linux Enterprise Server for SAP Applications shall only be obtainable via SUSE's PartnerNet portal ("PartnerNet") and in order to obtain maintenance/updates You must register for membership in SUSE's PartnerNet program.
- SAP HANA, express edition contains functionality that provides SAP with information about your installation and use of this software. This functionality, sometimes referred to

as telemetry, does not provide SAP with personally identifiable information. It provides SAP with system, performance, feature usage, and error code information. SAP uses this information to gain insight into how SAP HANA, express edition is used by the community of users, not for any specific installation. SAP analyzes the information it receives to monitor the aggregate product performance and to look for ways to improve future versions of SAP HANA, express edition. This functionality is turned on by default. For more information on this feature, including information about how to turn it off, please refer to documentation on the SAP HANA, express edition community at: <http://www.sap.com/developer/topics/sap-hana-express.html>.

SAP HANA Vora, developer edition

- If You download SAP HANA Vora, developer edition, as part of a virtual machine, or container technology that includes a third party operating system or other third party software (e.g., SUSE Linux Enterprise Server for SAP Applications) that third party software must, unless otherwise expressly indicated by SAP in writing, only be used with SAP HANA Vora, developer edition. Under no circumstances may any third party operating system that is provided by SAP with SAP HANA Vora, developer edition be used as a general purpose operating system, and such operating system should only be used to run HANA Vora, developer edition.

- In addition to the restrictions in Section 3 of the Developer Agreement, You may not, nor may You permit any third party to, publish or distribute any documentation or materials that You create using SAP HANA Vora, developer edition.

- Note that Section 3(b)(i) of the Developer Agreement states that in the event the SAP Software You are licensing under this Developer Agreement can be utilized to access, use, edit, copy, or extract data or database content from a third party database or software product, You understand that You are responsible for entering into a separate license with SAP or other party which grants You the applicable rights to the database or other software from which you are extracting and using data hereunder. In furtherance of this obligation, the following additional requirements and restrictions shall apply to Your use of and/or access to SAP HANA Vora, developer edition:

SAP HANA Vora, developer edition may be used with any number of Data Sources. As used herein, "Data Source" is defined as any software product(s) and/or database instance(s) for which You have secured an appropriate license and such use is subject to the applicable license. Subject to the terms and conditions in this Developer Agreement, including Exhibit B, You may use any data transfer tool to load data into SAP HANA Vora, developer edition. SAP is not liable for any unauthorized use of such tools, the performance of such tools, or actions undertaken by You that are not in compliance with Your database or application licenses.

Your use of SAP HANA Vora, developer edition is limited to the following:

(i) Neither SAP HANA Vora, developer edition nor SAP HANA Vora, developer edition applications shall directly or indirectly connect to 3rd party database software licensed via SAP, except via "Application Level APIs". "Application Level APIs" are those application programming interfaces delivered as part of licensed SAP software, excluding all application programming interfaces/technologies when such interfaces/ technologies are used to communicate with and/or replicate data at a database level.

Notwithstanding any language to the contrary in this Exhibit B, provided that: (i) You have obtained a separate license for SAP software directly from SAP; and (ii) such software is licensed solely for Standalone Use; and (iii) You comply with all aspects of the separate license agreement for the SAP software, including and subject to any use rights and restrictions (e.g., Named User, Database Deployment and Communication Rights and Restrictions, Confidentiality, etc.) set forth in the Software Use Rights posted [here](#), effective as of the time of this transaction, then You shall be permitted to connect SAP HANA Vora, developer edition to Your licensed SAP software. "Standalone Use" means the SAP software may not be used to access, directly or indirectly, in any manner whatsoever, any other SAP software and/or Third Party Software licensed from SAP, or an authorized reseller, distributor, OEM or other authorized partner of SAP.

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