

## **SAP Public Services, Inc. and the US Federal Government**

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**MASTER IP TERMS AND CONDITIONS** This document sets forth the US Federal Government's Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. This document, including the documents referenced below constitutes the Agreement between SAP Public Services, Inc. (Licensor) and the US Federal Government. For clarification in this Agreement, Publisher, and Licensor are synonymous.

Licensee means the US Federal Government Department or Agency indicated on the Software Order Form.

For purposes of contract Order of Precedence, and in accordance with FAR 52.212-4 and the GSAR Deviation thereto, this document relates to paragraph 6 in the Order of Precedence as an addenda to the contract. With regard the documents within paragraph 6, any inconsistencies among the Exhibits listed shall be resolved with the following order of precedence:

1. These Master IP Terms and Conditions
2. The Software Order Form
3. Any Schedules attached to the Software Order Form
  - a. For On-Premise Software Transactions these include:
    - i. The applicable SAP Support Schedule (Enterprise Support or Product Support for Large Enterprises); and
    - ii. The Software Use Rights document.
  - b. For Cloud Services Transactions these include:
    - i. Cloud Service Supplement Terms and Conditions for the applicable Cloud Service;
    - ii. Data Processing Agreement;
    - iii. Support Policy; and
    - iv. SAP Ariba Operating Policies (if applicable).
4. Any SAP Software License and Support Agreement or General Terms and Conditions for SAP Cloud Services (as applicable) attached to the underlying GSA Schedule contract.

It is understood by both SAP and Department of Defense (DOD) on behalf of the Federal Government, that should additional SAP terms and conditions regarding particular software licenses or Schedules need to be incorporated into a specific purchase order or Software Order Form, the designated Procurement Contracting Officer ("PCO") for this Agreement will have sole authority to approve any changes on the purchase order or the Software Order form.

**1. Enterprise Language:** The parties agree that more than one agency of the US Federal Government may license software products or services (the “Software” or “Products”) under this Agreement, and allow another agency to use the licensed software products or services on its behalf. The parties agree that, if the licensee is a “US Federal Government Department or Agency” as defined by: <https://www.usa.gov/federal-agencies>, the terms and conditions of this Agreement apply to any purchase of products made by the US Federal Government, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed Software, terms of any click through agreement included with the licensed Software, or any other terms purported to apply to the licensed Software, including any Licensor’s published policy, or program documentation. It is also understood by both parties that any Licensor policies, websites/ links or educational documents will not be considered part of this license Agreement.

**2. Patent, Copyright, Trademark, and Trade Secret Protection:**

a. The Licensor shall in accordance with FAR Part 52.227 and DFARS Part 252.227, at its expense, indemnify the US Federal Government against claims which may be brought by a third party against the US Federal Government, its departments, officers or employees acting within the scope of their employment for the alleged infringement of any United States patents, copyrights, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the “Claim”), including all licensed products provided by the Licensor. For the purposes of this Agreement, “indemnify” shall mean the Licensor’s specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the US Federal Government for its reasonable administrative costs or expenses, including without limitation reasonable attorney’s fees, it necessarily incurs in handling the Claim. The US Federal Government agrees to give Licensor prompt notice of any such claim of which it learns. The US Federal Government, through the Department of Justice, has the sole authority to represent itself in actions brought against the US Federal Government. Licensee may, in its sole discretion, delegate to Licensor its right of defense to a claim and the authority to control any potential settlements therefor. Licensor shall not, without the US Federal Government’s consent which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the US Federal Government has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the US Federal Government to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the US Federal Government to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the US Federal Government. If the Licensee delegates such rights to the Licensor, Licensee shall cooperate with all reasonable requests of Licensor made in the defense and settlement of a claim. Licensee shall have the right to participate in the defense of such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor’s authority to control the defense and settlement of a claim.

b. The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.

c. If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the US Federal Government to continue the use of such licensed products.

d. If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.

If Use of the Software is enjoined and Licensor is unable to do any of the proceeding set forth in the paragraph above Licensor agrees to, upon return of the infringing licensed Software, refund to Licensee the license fee paid for the infringing Software, pro-rated over a twelve (12) period from the date of delivery, plus any prepaid maintenance fees.

e. The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.

f. Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:

i. Modification of any licensed products provided by the US Federal Government or a third party acting under the direction of the US Federal Government;

ii. any material provided by the US Federal Government to the Licensor and incorporated into, or used to prepare the licensed product;

iii. use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided notice to the United States in accordance with the terms of this agreement;

iv. use of the licensed products in other than its specified operating environment;

v. the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;

vi. infringement of a non-Licensor product alone;

vii. the US Federal Government's use of the licensed product beyond the scope contemplated by the Agreement; or

viii. the US Federal Government's failure to use corrections or enhancements made available to the US Federal Government by the Licensor at no charge.

**3. Virus, Malicious, Mischievous or Destructive Programming:** Licensor represents that it has taken reasonable steps to ensure that the Software (excluding Third Party Software but including imbedded Software with components developed by companies other than SAP, SAP SE, or any of their affiliated companies) licensed under this Agreement is free from Computer Virus at the time of delivery. "Computer Virus" is defined as a computer program attached to, or a section of code hidden within, the Software that performs a function unauthorized by the Software's published Documentation which adversely affects Licensee's computer systems. Computer Virus includes but shall not be limited to worms, Trojan horses, or other malicious or destructive codes. However, the licensed products may contain a key limiting use to the scope and quantity of the licenses granted, and license keys issues by Licensor for temporary use are time-sensitive.

Licensee's exclusive remedy and Licensor's sole obligation for any breach of the foregoing representation shall be for Licensor, at Licensee's option, to (a) replace the licensed Software with a copy that does not contain Computer Virus, or (b) refund the applicable license fee paid for the applicable virus-infected Software in exchange for the return of such Software.

Under no circumstances shall Licensor be liable for damages or loss of data arising from the failure of the licensed Software to conform to the above representation.

**4. Delivery:** Publisher's delivery of the Products to US Federal Government shall be by electronic download or as otherwise specified in Delivery Orders, FOB Destination.

**5. Warranty:** Licensor's warranty shall be as described in Section 7 of the SAP Software License and Support Agreement (except that such warranty shall extend for 12 months following delivery of the Software) or Article 8 of the General Terms and Conditions for SAP Cloud Services (as applicable).

**6. Permitted Uses:** Licensee may use the Software for any lawful purpose necessary to carry out Licensee's mission or operational requirements. Licensee agrees it will not permit or engage in misappropriation of Licensor's IP.

**7. Geography:** This license grant is for use of the Software anywhere in the world.

**8. Supported Platforms:** Unless otherwise noted in the exceptions list below, Licensee is not restricted to any particular platform for using the Software. Platform is defined as any hardware, networking hardware and software, operating system or other hardware or software component required to operate the Software.

**9. Software Installation:** Licensee is permitted to install Software at Licensee's premises on its own equipment or at the location of any third party that is designated by the Licensee to manage or host the Software on Licensee's behalf.

## **10. INTELLECTUAL PROPERTY OWNERSHIP AND USE RIGHTS**

10.1 Publisher retains all right, title and interest in its intellectual property ("IP") licensed to Licensee. Licensee's rights to use the IP are defined in this Agreement. Publisher's IP is protected by copyright and other laws of the United States.

10.2 Licensee retains all right, title and interest in Licensee's IP.

10.3 Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time, including but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to any right of ownership in Licensee Data. If Licensor is granted access to Licensee's Data, Licensor agrees to keep the Licensee Data Confidential as that term is defined in the Glossary (Attachment 5) and the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for any purpose that is not explicitly granted in writing by Licensee. Upon Licensee's request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in comma separated value (CSV) format or other format as may be designated at the time of the request by Licensee.

10.4 Licensee might create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the Software.

**11. Termination:** Any termination of this Agreement will be governed by FAR Part 49.

**12. Background Checks:** This term will be applicable if required by local command policy and prior to the commencement of on-site professional services by Licensor employee who is proposed for assignment to perform services at a Licensee site or via remote access in or from the United States and only if the Licensor employee does NOT possess a Department of Defense ("US Federal Government") performed National Agency Check with Inquiries ("NACI") or a US Federal Government security clearance of SECRET or higher. When such background check requirements are applicable they shall be indicated in the relevant delivery order or Order Form. If applicable, Licensor, or its agent, will complete a criminal background check, or confirm that such a background check has been completed, on such employee. To the extent not prohibited by law, Licensor shall not assign any employee to perform such services for whom a criminal background check, at the time of its completion, uncovered conviction of a felony or conviction of a misdemeanor. In the event that US Federal Government requires on-site support outside the United States, Licensor will make reasonable efforts to work with US Federal Government in order to address its security concerns.

**13. Confidentiality:** Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information except that SAP Software, SAP Cloud Services, and specified Documentation shall at all times be treated as the Confidential Information of SAP. IP T&Cs, Price lists, BPA Terms and Conditions, Ordering documents, delivery/task orders, sales reports, benchmark or performance testing and reports, and any other documents that may be published and disclosed in the execution of the Federal Government's mission pursuant to federal law, OMB policy or other similar policy.

**14. Territory:** The terms of this Agreement are applicable to the US Federal Government in the Continental United States (CONUS) or outside the Continental United States (OCONUS), regardless of where software was acquired.

**15. Data Ownership in a Cloud Environment:** At the end of the Subscription Term stated in the Order Form Licensee shall no longer have rights to access or use the Cloud Service. During the Subscription Term and for 30 days after the end of the Subscription Term, Licensee may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations stated in the Documentation. At the end of the 90-day period, and except as may be required by law or regulation, SAP will delete or overwrite the Customer Data remaining on servers hosting the Cloud Service. Licensee shall notify SAP if or federal, DoD, or agency policy or directives require retention of Customer Data beyond the 90-day period. .

**16. Backup for User Documentation:** Licensor grants to the US Federal Government the right to make a reasonable number of copies of the Software for US Federal Government's internal business purposes. US Federal Government is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. US Federal Government is also responsible for reporting to Licensor if US Federal Government learns of the misuse or mishandling of User Documentation provided under the contract to US Federal Government personnel, contractors or Government employees.

**17. Transfers and Assignments:** Licensee is authorized to transfer or assign the Software or Licensee's rights in the Software, and such authorization would include sublicensing, assignment or transfer among or between US FEDERAL GOVERNMENT agencies, outsourcers, and contractors (in support of the US Federal Government mission).

a) Transfers: Transfers: Unless otherwise agreed in an Order Form, transfers within the US Federal Government of Authorized Users / Named Users shall be permitted only when: (i) Licensee has a valid license under this Agreement, (ii) the licenses are fully paid, (iii) SAP Support on the licenses is current, (iv) the Authorized User is reorganized or restructured such that its mission responsibilities and operations are transferred to another agency. The parties agree that they will negotiate in good faith any requests for additional transfer rights in an Order Form.

b) Assignments: As provided in Section 11 of the SAP Software License and Support Agreement, neither party may, without the other party's prior written consent, assign, delegate, pledge or otherwise transfer this Agreement to any other party, such consent not to be unreasonably withheld. Any assignment shall be subject to the Licensor's Software License Agreement as modified herein. Any deviation shall be subject to separate negotiations between Licensor and Assignee. It is further understood that, upon assignment, the Assignee will be responsible for all Licensee obligations under the Agreement, including software maintenance costs of any assigned licenses. Provided that a proposed assignment is required to support the transition of a particular mission from one Federal Government Agency to another and includes no changes to the end-user population accessing the Software, the licensed Software, license scope, or governing terms and conditions (excluding assignment of Licensee rights from Assignor to Assignee), such assignments will be made at no additional cost to new Licensee (except that if the current Licensee's licensed Software is supported under Product Support for Large Enterprises prior to such assignment, the new Assignee must meet the eligibility requirements for Product Support for Large Enterprises at the time of assignment, or else be required to convert support coverage

from Product Support for Large Enterprises to SAP Enterprise Support Services, which is only available at a higher cost than Product Support for Large Enterprises).

Licensee shall complete any required Licensor documentation required to facilitate the transfer or assignment of license and continuation of support for the transferee or assignee. All license transfers or assignments will be without cost to the Licensee, provided that the licenses are current with regard to Licensor annual maintenance, and the Licensee does not re-market or otherwise intend to resell the licenses to be transferred.

Licensee and the successor transferee or assignee agree to be bound to this Software License Agreement.

**18. Functionality Replacement and Extended Support:** SAP will extend the same migration policy to Licensee as it offers to its other commercial customer base.

Throughout the term of this Agreement, the Licensor will provide support services for at least a period of one year after the Publisher notifies Licensee that Software is at the “end-of-life”, subject to the US Federal Government’s payment of the then current maintenance fees. The US Federal Government reserves the right under the perpetual software license to continue to use of the end-of-life version of the software after end-of-life.

**19. Rights of Survivorship of the Agreement:** This Agreement is governed by the provisions of 31 U.S.C. 3727, 41 U.S.C. 6305 and FAR subpart 32.8 – Assignment of Claims. This Agreement shall survive unto Licensor, its Successor, rights and assigns. The Software and agreement terms and conditions as covered under this Agreement, shall survive this Agreement in perpetuity, unless terminated for breach by SAP pursuant to Section 5 of the SAP Software License and Support Agreement or Article 7 of the General Terms and Conditions for SAP Cloud Services (as applicable).

**20. Audit Responsibilities:** US Federal Government will maintain, and promptly provide to Licensor upon its request, accurate records regarding use of the Software or Cloud Service by or for the US Federal Government. If the US Federal Government becomes aware of any unauthorized use of all or any part of the Software or Cloud Service, the US Federal Government will notify Licensor promptly, providing reasonable details. The limit of the US Federal Government’s responsibility for any unauthorized use of the Software by any individuals employed by or performing services for the US Federal Government is the requirement that it purchase additional licenses for the product through its reseller or immediately discontinue all use of the unauthorized Software or Cloud Service.

US Federal Government will perform a self-audit upon the request of Licensor, which request may not occur more often than annually, and report any change in user count. US Federal Government shall notify Licensor of the actual number no later than 90 calendar days after the request that the US Federal Government perform a self-audit. If the user count has increased, US Federal Government will make an additional purchase of the product through its reseller, which is equivalent to the additional users or immediately discontinue all use of any unauthorized software. This paragraph sets out the sole audit right under this contract.

**21. Temporary Use of Software During Times of Conflict and/or Natural Disaster:** As part of Temporary Expeditionary Deployments (TEDs), during the term of this Agreement, US Federal

Government may temporarily deploy and install or use on, or access from qualified desktops or servers, a reasonable number of Licensor Software products in addition to those previously licensed pursuant to this Agreement at no additional cost ("TED Licenses"). TEDs are limited to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), war games, exercises, real world contingencies, and emergency situations similar to the initiated domestic terrorist attacks of 19 April 1995 (i.e., the Timothy McVeigh Terry Nichols perpetrated 'Oklahoma City Bombing' involving the Alfred P. Murrah Federal Building'); the initiated international terrorist attacks, perpetrated on American soil, on 9/11/2001; and finally, the national inclement weather natural disasters perpetrated by Hurricane(s) Katrina and Rita during the August and September months of Calendar Year 2005, where temporary duty stations (TED's) and continuity of operations (COOP) alternative venues or sites were needed, for a substantial period of time, due to the destruction of federal or U.S. Government facilities, infrastructure, offices and work spaces.

For licenses connected to a US Federal Government network server, on a semi-annual basis, Licensor shall provide an additional temporary license pool equal to the quantity of network versions purchased, which may be accessed during a TED event. For computers not connected to a US Federal Government network server, the Licensor shall provide, on a quarterly basis, a pre-activated temporary 90-day single seat network license which can be copied for use on any number of computers. After the TED, or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the Licensor, the US Federal Government will provide a written certification that the TED Licenses have either been removed from service, or payment has been made under this Agreement to purchase additional perpetual licenses equal to the number of TED Licenses not removed from service. US Federal Government agrees to use the TED Licenses in accordance with the terms contained in this Agreement and the applicable version of the Software License Agreement.

**22. Named Users:** An SAP Named User may include, but is not limited to, US Federal Government employees (military, civilian, reserves, national guard), contractors, non-human devices, detailed individuals that are included and accounted for in the US Federal Government in support of US Federal Government missions and those individuals or non-human devices (in whole or in part) who have access to, or Use by Licensor's programs.

**23. Data Sharing/Transfer:** An SAP Named User license shall not be required for the (i) one way inbound transfer of data to the licensed Software from any software and/or system not licensed from SAP or an authorized SAP distributor or reseller ("Non-SAP System(s)") and/or (ii) one way outbound transfer of data from the licensed Software to Non-SAP System(s), provided such transfers do not invoke (or cause to be invoked) any processing capabilities of the licensed Software other than the functionality necessary to technically enable the actual transfer of data between the licensed Software and such Non-SAP System(s). Licensee acknowledges and agrees that the foregoing exclusion is not intended as a means for Licensee to circumvent any Software and/or Authorized User licensing requirements.

**24. Data Recovery and Virtualization:**

a) Data Recovery methods include four types of environments: Backup, Failover, Standby, and Remote Mirroring. All types of data recovery servers will not require additional licenses as long as the number of data recovery servers equals the number of primary servers.

b) Both parties agree that Software licensed on metrics other than CPU include virtualization rights such as soft partitioning including live migration, subject to the Licensed Level. Subject to the Licensed Level, no additional licenses will be required to accommodate future data recovery and virtualization commercially accepted methods or practices. SAP's virtualization policy for Software licensed on a CPU metric is described in the SAP Software Use Rights addenda to the underlying GSA Schedule contract.

**25. Third Party Software:** Notwithstanding anything to the contrary, the Government shall not be subject to third party terms and conditions that are contrary to Federal law.

**26. GFE Non-Portable Computer Use Rights:** GFE Non-Portable Computer Use Rights. US Federal Government has adopted a Teleworking Policy which implements the requirements of Section 359 of Public Law No. 106-346 which requires each Executive Agency to establish a policy under which eligible employees of the agency may participate in Teleworking to the maximum extent possible without diminished employee performance. Enrolled affiliate shall have the right to grant to those persons participating under the US Federal Government Teleworking Policy and who have been issued a Government Furnished Equipment (GFE) non-portable desktop in lieu of portable computer, the portable use rights under the applicable License Agreement/Product Use Rights. The portable use rights will apply to such GFE desktop or to a portable computer but not both.

**27. Finality of Terms:** There shall be no changes to this license Agreement unless agreed to by both parties in writing.

**28. Software Titles Incorporated by this License Agreement:** All Software titles licensed by Licensor will be incorporated into this Agreement and any and all other Software or Software title which may be added through Licensor's in-house development or corporate acquisition. It is the US Federal Government's anticipation this Agreement will cover any and all software companies Licensor may purchase in the future.

**29. Professional Services:** SAP may subcontract all or part of the Services to be performed, to a qualified third party only with the explicit written acceptance of the Licensor. Any subcontracting of services must be noted on the Order Form and acknowledged in the customer's delivery order.

**30. Use of Products in 3rd-Party Cloud Environments:** SAP software products may be utilized in cloud or non-cloud computing environments, including 3rd party cloud (public or private) providers in the fulfillment of the Licensee's mission.

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## PREAMBLE

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

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

#### **1.1 Definitions**

1.1.1 As used in these Use Terms: 1) each Software and/or Third Party Software (as defined in the 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); 2) "Named User" shall mean any individual authorized by Licensee to Use (in accordance with the terms of the Agreement) a Package, including without limitation employees of its Affiliates or its Business Partners; 3) "Named User License" shall mean the Metric and Licensed Level applicable to each Named User; 4) "Package License" shall mean the Metric and Licensed Level applicable to each Package; a Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms / Use rules applicable to such Package as outlined in Exhibit 3; 5) "Metric" shall mean a) when referenced in the context of a Named User, the individual Named User category and type (and corresponding Named User definition setting for such Named User's Use rights) as further described in Section 2.1 hereof -and- b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 2.2 hereof; 6) "Licensed Level" shall mean a) when referenced in the context of a Named User, the quantity of Metric for which each individual Named User category and type is licensed -and- b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed; 7) "Use" means to activate the processing capabilities of the 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 Licensee or third-party interface, or another intermediary system; and 8) "Order Form" shall mean the order document for the Named Users and Packages licensed under the Agreement, including order documents placed directly with SAP or through an authorized reseller, distributor, OEM or other authorized partner of SAP.

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

1.2.1 Named User License & Package License Required. Except as otherwise specifically provided in Sections 1.3.2, 2.1.4 and 3 or stipulated otherwise by the Price List hereof with respect to applicability of Named User Licenses, 1) the Use of any Package requires both a Named User License and a Package License; 2) Licensee needs to hold a Named User License for any individual accessing any Package, and such Named User License shall define the extent to which such individual may Use the Package, such Use of the Package in all cases being further subject to the Package License and otherwise in accordance with the terms of the Agreement, unless otherwise set forth in Exhibit 3. Named User Licenses cannot be assigned to more than one individual.

1.2.1.1 Named User Exception. 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 (i) was created by an individual licensed to Use the Software from which the data is being exported and (ii) runs automatically on a scheduled basis, the use of such data by Non-SAP Application(s) and/or their users does NOT require a license hereunder provided such use does not result in any updates to and/or trigger any processing capabilities of any licensed Software. "Non-SAP Application(s)" means any technologies, other than licensed Software, 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.

1.2.1.2 Named User Exception. Individuals licensed as SAP Business One users who Use the SAP Business One Software which interfaces to a separate Licensee SAP ERP installation are not required to be licensed as SAP Named Users under Licensee's agreement with SAP or an authorized SAP affiliate for such SAP ERP System.

1.2.2 Additional Named User Rules for SBOP and Legacy SBOP Software Not Licensed For Standalone Use. "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).

1.2.3 Runtime Software. Licensed Package(s) may utilize limited functionality of other Packages for which Licensee does not hold a license ("Runtime Software"). Until Licensee has expressly licensed the Runtime Software, Licensee'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 Licensee Uses a Package to build and/or operate a custom developed or third party application, additional licenses may be required.

1.2.4 Country / Language Versions and Availability Restrictions. There are no applicable country/language specific versions licensed by Licensee from SAP unless otherwise specifically stated in an Order Form. Packages may be subject to availability restrictions. Information about such restrictions including country availability, supported languages, supported operating systems and databases may be provided through the Product Availability Matrix (PAM) published at [www.service.sap.com/pam](http://www.service.sap.com/pam) or otherwise included in the Documentation.

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

1.2.6 Third Party Web Services. Some Packages enable connection to Third Party Web Services. Terms related to those Third Party Web Services are contained in Exhibit 7 of these Use Terms. For the purposes of these Use Terms, "Third Party Web Services" means (i) any and all web services made available by third parties (other than SAP, SAP SE and/or any of their affiliated companies) that are accessible through or enabled by the Software or SAP Materials, and (ii) 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.

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

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

1.3.2 Standalone Use. 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 and/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 and/or on non-SAP branded software licensed from third parties.

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

- 1.3.2.1 **Standalone Use of Legacy SBOP Software.** 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).
- 1.3.3 **Restricted License.** If Licensee acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("OEM Application") from a third party, Licensee has acquired a Restricted License. Licensee may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. 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.
- 1.3.4 **Subscription License.** Unless otherwise agreed in writing between the parties, if the Software is licensed on a subscription basis, Licensee is granted a non-exclusive and non-transferable license to use the Software for a twelve-month term, renewable annually at Licensor's then current rate or such other term as mutually agreed in writing by the parties.
- 1.3.5 **Development License.** Unless otherwise agreed in writing between the parties, if Licensee receives a development license, you may use the number and type of licenses acquired only to develop or test such developments. A development license cannot be used in or transferred to a production environment.
- 1.3.6 **Update License.** Unless otherwise agreed in writing between the parties, if you receive the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product.
- 1.3.7 **Promotional License.** Unless otherwise agreed in writing between the parties, if you received the Software as a special offer or promotional license ("Promotional License"), you 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.
- 1.3.8 **Evaluation/Not for Resale License.** Unless otherwise agreed in writing between the parties, an Evaluation or Not for Resale License may be used only for the number and type of licenses specified and for the period specified on the Software packaging, ordering or shipping documentation. Upon expiration of such specified period, the Software associated with an Evaluation or Not For Resale license will not function unless Licensee has obtained applicable permanent license keys. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project. An Evaluation License may only be used for evaluation purposes and may not be used for production purposes. Notwithstanding any other provision of this Agreement, Software provided under an Evaluation or Not for Resale License are provided "AS-IS" without warranty of any kind, express or implied. An Evaluation License or Not for Resale License may be terminated by SAP upon written notice at any time.
- 1.3.9 **SAP Business One Software.** Additional terms and conditions related to the licensing of SAP Business One Software, including applicable Metrics and Package restrictions, are stated in Exhibit 6. Use of third party database products with SAP Business One may be subject to additional terms and conditions required by SAP's suppliers. Such additional terms and conditions are set forth in Exhibit 4, "Pass-Through Terms for Third Party Databases."

## **2. METRICS**

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

- 2.1.1 **Named User Principles.** Except as otherwise specifically provided in Sections 1.3.2 , 2.1.4 and 3 hereof with respect to applicability of Named User Licenses, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the "Named User License" and the "Package License", and be otherwise in accordance with the terms of the Agreement, unless otherwise set forth in Exhibit 3 hereto. The transfer of a Named User License from one individual to another may only be done in if the individual to which the Named User License is assigned (i) is on vacation, (ii) is absent due to sickness, (iii) has his/her employment terminated, (iv) is moved into a new job function which no longer requires him/her to Use any Packages or (v) is subject to a condition that is otherwise agreed by SAP.
- 2.1.2 Important Note for Licensees with Contracts from June 2014 and earlier. Such Licensees may have licensed one 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. Licensees that have already licensed one or several of the above user types are permitted to license additional quantities of the same user types. Such Licensees are not permitted to license SAP Named Users within their existing license contract.
- 2.1.3 **Named User Metric – Categories, Types and Corresponding Definitions.** Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.
- 2.1.4 **Named User Exceptions:**
- 2.1.4.1 Suppliers  
When accessing the following SAP Software Packages, suppliers do not require Named User licenses: SAP Extended Sourcing, SAP Extended Procurement, SAP Supplier Self Services, SAP Supplier Lifecycle Management, SAP SRM Rapid Deployment Edition, SAP Supplier Collaboration, SAP Customer Collaboration, SAP Outsourced Manufacturing, SAP Trade Promotion Planning for Consumer Products, SAP Trade Promotion Execution for Consumer Products, SAP Trade Funds and Claims Management for Consumer Products, SAP Subcontractor Management for Consumer Products, SAP Procurement for Public Sector, SAP Supplier Relationship Management & Logistics for Health Care.
- 2.1.4.2 Business Partners:  
When accessing the following SAP Software Packages, Business Partners do not require Named User Licenses:, SAP Contract Lifecycle Management.
- 2.1.4.3 Customers:  
When accessing the following SAP Software Packages, customers do not require Named User Licenses: SAP Bill-To-Cash Management for Energy Utilities, SAP Bill-To-Cash Management for Water Utilities, SAP Bill-To-Cash Management for Waste and Recycling.
- 2.1.4.4 Employees:  
When accessing the following SAP Software Packages, Employees do not require Named User Licenses: SAP IT Service Desk Operation, SAP Workforce Management for Retail.
- 2.1.4.5 Appraisers:  
When accessing the following SAP Software Package(s) appraisers do not require Named User Licenses: SAP Supplier Lifecycle Management.
- 2.1.4.6 Consumers/Constituents:  
Individuals who are not employees of Licensee or Licensee's Business Partners and who purchase or receive goods and/or services from Licensee do not require Named User licenses unless otherwise set forth herein.

### **2.2 Package Principles and Metrics**

- 2.2.1 **Package Principles.** Each Package is licensed based upon the Metric applicable to it, and in no case may Use of a Package exceed the License Level for which the Package is licensed.

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

### 3. PACKAGE SPECIFIC TERMS / USE RULES

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

3.2 **Applicability.** This Section 3.2 applies to any Package (including, without limitation, databases) licensed pursuant to an Order Form and identified as a Third Party Software (including databases) in such Order Form (as used herein, “Third Party Software Package”) and control over any conflicting terms set forth in the Agreement. All Third Party Software Packages are restricted for Use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not be used with any other Package, or on an individual basis. Unless otherwise specifically provided in Section 3 of the Use Terms, any Use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.

3.2.1 **Exceptions from GTC for Third Party Software Packages.**

3.2.1.1 Section 6.3 (Modification / Add-on) of the GTC shall not apply to any Third Party Software Packages unless otherwise set forth herein. Licensee shall not make Modifications or Add-ons to Third Party Software Packages, or otherwise modify Third Party Software Packages unless expressly authorized by SAP in writing.

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

### 3.3 Databases

3.3.1 If a runtime database is licensed and the Order Form does not exclude any Packages licensed thereunder from such runtime database license, then the following terms shall govern Licensee’s Use of such runtime database:

3.3.1.1 Licensee 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 Licensee 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.

3.3.2 If a runtime database is licensed and the Order Form excludes certain Software Packages licensed thereunder from such runtime database license (“Excluded Components”), then the following terms shall govern Licensee’s Use of such runtime database:

3.3.2.1 Licensee 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 Licensee 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.

3.3.2.2 The Excluded Components may require a database product. Respective to the Excluded Components: (i) neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of the Excluded Components; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

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

3.3.3.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to such Packages: (i) neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

3.3.4 **Database Deployment And Communication Rights And Restrictions (Segregated Database Landscape):** The following shall apply where Licensee: (a) licenses a TPD (as defined below) for Use with some, but not all, SAP Software Packages(s) and/or Named User(s) that are SAV relevant for such TPD; and/or (b) licenses a TPD and any Package(s) having “S/4 HANA” in the Package name or otherwise identified in the Agreement as an “S/4 HANA” Package.

3.3.4.1 Notwithstanding anything to the contrary in the Agreement, where some of the Software and third party software (excluding “TPD” as later defined) licensed under the Agreement (“SW”) is licensed for Use with a third party runtime database also licensed under the Agreement (“TPD”), and some SW is not licensed for Use with such TPD, then the following deployment and communication rights and restrictions shall apply:

(a) **Deployment Rights & Restrictions.** 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 Section 1.5 (S/4HANA Packages) of this SUR, SW licensed for Use with such TPD can be deployed in any of the following “Installation Types”:

(1) “**Type 1 Installation**” means any Technical Installation upon which all SW deployed is licensed for Use with, and is running on, such TPD;

(2) “**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,

(3) “**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 and/or running.

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.

(b) **Installation Communication Rights and Restrictions.**

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

(2) **Between Type 1 Installation and Type 3 Installation.**

(A) **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.

(B) **Application Level API Communication.** Bi-directional communication (including data transfers) occurring via “Application Level APIs” is permitted. “Application Level APIs” are 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 and/or replicate data at a database level.

- (3) **Between Type 2 Installation and Type 3 Installation.**  
(A) **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.  
(B) **Application Level API Communication.** Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted.
- (4) Other than those database level communication (including data transfer) rights permitted in Sections (b)(1) and (b)(2)(A) 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.

3.3.5 **Standalone Use for Third Party Databases**

If an Order Form referencing these Use Terms includes a Standalone Use restriction, then the following terms shall apply:

- 3.3.5.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to Packages: (i) neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

3.3.6 **Pass-Through Terms**

Use of third party database products and directories may be subject to additional terms and conditions required by SAP's suppliers. Such additional terms and conditions are set forth in Exhibit 4, "Pass-Through Terms for Third Party Databases" and Exhibit 5 "Pass-Through Terms for Directories," respectively.

3.4 **Open Source Software**

Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and apply to Licensee's use of any such open source products. The definition of open source can be found under [www.opensource.org/](http://www.opensource.org/).

3.5 **SAP Best Practices**

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

It is Licensee's responsibility to determine the feasibility of using SAP Best Practices as a basis for its own customizations and parametrizations of the SAP Software in a productive environment.

3.6 **SAP Tools**

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

3.7 **Function Modules**

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

**Exhibit 1 - Legacy SBOP Software**

**Legacy SBOP**

<b>Business Intelligence</b>
SAP BusinessObjects BI Starter Package
SAP BusinessObjects BI Package (CPU)
SAP BusinessObjects BI Package (user)

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

### **SAP Named User – Cross Line Of Business**

**SAP Developer User** is a Named User authorized to access the development tools provided with the licensed Software for the purpose of making Modifications and/or Add-ons to the licensed Software. The SAP Developer User also includes the rights granted under the SAP Employee User.

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

**SAP 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 Retail User, SAP Worker User, SAP Healthcare User and SAP Business Partner User.

**SAP Project User** is a Named User authorized to perform one or more of the following roles supported by the licensed Software (excluding SBOP): (i) 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, (ii) product and project related reporting, (iii) managing project-related revenues and expenses (iv) viewing Accounts Receivable (A/R) General Ledger (G/L) postings, (v) controlling access and releasing product data and recipes in collaborative product development scenarios, (vi) viewing and approving changes through engineering records, (vii) managing change through engineering records, (viii) collaborating in cFolders and , (ix) interfaces to 3rd party authorized authoring tools. The SAP Project User also includes the rights granted under the SAP Manager Self-Service User.

### **SAP Named User – Line Of Business**

**SAP Employee User** is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports related to those SAP Employee User's tasks listed in this definition only, and delivered with the licensed Software, (ii) travel planning / expense reporting self-services, (iii) perform procurement self-services, and (iv) room reservation self-services. The SAP Employee User also includes the rights granted under the SAP Learning User and the SAP Employee Self-Service User.

**SAP Employee Self-Service User** is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals. The SAP ESS User also includes the rights granted under the SAP Employee Self-Service Core User.

**SAP Employee Self-Service Core User** is a Named User authorized to perform the following HR self-services roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) employee records maintenance, (ii) employee directory, (iii) benefits and payment, (iv) leave management and (v) E-Recruiting. Further, an SAP Employee Self-Service (ESS) Core User is also authorized to access "Non-SAP Content" that resides on Licensee's "SAP Portal", so long as accessing such Non-SAP Content does not require or result in any Use of the licensed Software (beyond access to such Non-SAP Content as it resides on Licensee's SAP Portal). As used in this ESS Core User definition, (i) "Non-SAP Content" means information created through no Use of the licensed Software and (ii) "SAP Portal" means any portal created by Licensee Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

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

- **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.
- **Warehousing:** To confirm goods receipts and put away, deconsolidate goods upon receipt, pick at pick points, manage stock movements and perform 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.
- **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.
- **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.
- **Yard Logistics:** To confirm arrival and departure of transports, plan yard activities, perform pick-up planning, execute movements in the yard, perform washing and other additional activities, docking and undocking at gates, record measurements, manage stock in the yard and perform scheduling activities for dock door appointments

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

**SAP Worker User** is a Named User working in Licensee's production facilities or as a maintenance worker who is solely authorized to perform one or more of the following roles supported by the licensed Software (excluding SBOP): (i) display work instructions, and document activities and operations, (ii) confirm goods receipts, goods issues, stock movements and completion confirmations into maintenance work orders, (iii) enter production order confirmations, (iv) record product or production information, e.g. quality inspection results or plant/process/equipment data, (v) enter production issues and related service requests, (vi) submit purchase requisitions for tools, spare parts for production equipment, etc. (vii) confirm maintenance notifications, (viii) enter service requests and service entry sheet, (ix) any maintenance activities, reporting or dash-boarding related to the items set forth above. The SAP Worker User also includes the rights granted under the SAP Employee User.

**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.

**SAP Manager Self-Service User** is a Named User authorized to perform one or more of the following manager self-services roles: (i) request administrative changes using processes and forms contained within Human Capital Management, (ii) create requisition requests and candidate assessments, (iii) perform talent assessments and appraisals, (iv) plan and approve compensation, (v) view budget overviews, (vi) organize project management tasks, (vii) perform planning tasks, (viii) approve travel requests and expenses, and (ix) perform HR and procurement workflow tasks related to the manager's direct report or business unit/department.

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

### **SAP Named User - Industry**

**SAP Health Care User** is a Named User who is an employee of Licensee in hospital wards or outpatient clinics who is solely authorized to perform patient care related roles (excluding patient administration, billing, coding and call center roles) supported by the licensed Software and is solely authorized to access directly and indirectly the specified industry packages for Healthcare on SAP's price list, provided that those packages are licensed by Licensee. The SAP Healthcare User is not entitled to access other SAP solutions or solution components.

**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.

External business partners in the industries Insurance, Media and Automotive collaborating with the Licensee 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.

**Cerner i.s.h.med User** is a named user who solely has access to Cerner i.s.h.med from SAP functionality and is given access to Cerner i.s.h.med from SAP through appropriate authorizations. Cerner i.s.h.med Users are not entitled to access any other SAP solution or solution component in particular they are not authorized to access any functionality of the SAP Patient Management industry package.

**SAP Retail User** is a Named User working in Licensee's retail store as an associate who is solely authorized to perform non-managerial retail store / point-of-sale related roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Employee User.

#### **SAP Named User - Platform User**

**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 programming interfaces.

**SAP Platform User for Productivity Apps** is a Named User authorized to Use licensed Software solely through one or more Productivity App(s).

### **Remaining Metrics**

#### **REMAINING METRICS - A**

##### **Assets**

**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 one equipment master record is counted for pricing.

**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.

If the customer does not disclose a comprehensive annual statement, the customer will report on an annual basis the respective information to SAP.

If the product shall be licensed only for a subdivision of the insurance company the respective license contract requires an explicit definition.

For non-Insurance companies, the revenue of the company should apply as the basis for the calculation of the price.

#### **REMAINING METRICS - B**

##### **Barrel of Oil Equivalent per Day (BOEPD)**

**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 or, where historical data is not available, over the planned or estimated future 12 months. For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD can be accomplished by using one of the calculators at:

- <http://www.rigzone.com/calculator/default.asp>
- <https://www.bp.com/en/global/corporate/energy-economics/statistical-review-of-world-energy/using-the-review/definitions-and-explanatory-notes.html>

*For SAP Hydrocarbon Management for O&G, and SAP S/4HANA Oil & Gas for hydrocarbon management,*

BOEPD represents only the sold hydrocarbons.

*For SAP Hydrocarbon Supply & Primary Distribution for O&G, and SAP S/4HANA Oil & Gas for hydrocarbon supply and primary distribution,*

BOEPD represents only the scheduled/planned hydrocarbons.

*For SAP Retail Fuel Network Operations for O&G, and SAP S/4HANA Oil & Gas for retail network fuel operations,*

BOEPD represents only the sold hydrocarbons.

*For SAP Secondary Distribution Management for O&G, and SAP S/4HANA Oil & Gas for secondary distribution management,*

BOEPD represents only the sold/transported hydrocarbons.

For LPG bottled gas the conversion from tons of LPG to barrels is described on the BP calculator <http://www.bp.com/en/global/corporate/about-bp/energy-economics/statistical-review-of-world-energy/using-the-review/Conversionfactors.html> and 1 ton of LPG = 11,6 barrels

*For SAP Upstream Contracts Management for O&G, for SAP Upstream Operations Management for O&G, SAP Upstream Field Activity Management by OIS, SAP S/4HANA Oil & Gas for upstream contracts management, SAP S/4HANA Oil & Gas for upstream revenue management, and SAP S/4HANA Oil & Gas for upstream operations management,*

BOEPD represents hydrocarbons produced. If pricing cannot be based on BOEPD produced (new ventures with no crude or gas production), the planned or estimated production of the venture shall apply.

*For SAP Upstream Production Management for O&G, US Production,*

BOEPD represents only the hydrocarbons produced in the USA.

##### **Budgets**

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

##### **Business Partners**

**Active Customers / Vendors** are active business partner master records with financial transactional data within the last 2 years. Business Partner refers to active business partners (including but not limited to customers, vendors master, subsidiaries or headquarters).

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

*For online application submission management*

Business partners is defined as:

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

#### **REMAINING METRICS - C**

##### **Calls**

**Calls** are the number of incoming messages per year.

**External service calls** are HTTP requests per calendar year which are processed by SAP NetWeaver Gateway Server. Metadata requests and requests from SAP Software that contains SAP NetWeaver Gateway runtime software are not counted.

##### **Capacities**

**Installed capacities** are the designed production capacities of a power plant. For a power plant both the electrical power as well the thermal power has to be considered. The installed capacity is measured in units of 1 GW (Gigawatt).

##### **Cash Flows**

**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 two cash flow transactions, i.e. expected receipt and actual receipt). The max. number of cash flows per day is the basis for the measurement.

## Consolidation Units

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

## Contacts

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

## Contracts

**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.

### **For Utility Industry:**

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

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

- Energy:
- Electricity
- Gas
- District heating
- Mutual help
- For all sectors
- Water:
- Water
- Waste Water
- Waste & Recycling:
- Waste Management

### **For prepayment for utilities**

Contracts contain all utility contracts which are operated via prepayment.

### **For Banking Industry:**

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

Contracts include:

- loans or mortgage products
- deposits, savings or current accounts (including internal accounts)
- Derivatives, which are financial instruments whose value is based on another security
- Securities transactions, e.g. spot plus forward deals, money marked/foreign exchange transactions, etc.
- Contracts for leasing are operational, finance, capital leases, hire purchases, loans and/or other contracts which are processed in the solution
- Contracts for refinancing can additionally be credit cards, drawings in a syndicate loan or trade receivables.

## Cores

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

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

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

## Costs

**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 one 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.

**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.

### **For Service Parts Planning:**

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

## REMAINING METRICS - D

### Database Sizes

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

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

### Data Streams

**Data Streams** are tags or modules that are created and exist in PI System landscape, and used to setup, configure or store data points or data structures.

### **For SAP Predictive Maintenance and Service on-premise edition,**

A data stream is defined as a measuring point /sensor tag defined in the metric store of the PdMS application. Virtual data streams (calculated health scores) are also considered data streams. Data streams without any measurement data are defined as inactive and are not considered as data streams. For each device working with error codes, one additional data stream per device will be added.

### Deployments

**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.

#### **Devices**

**Devices** are any piece of equipment or hardware and include but are not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices. The application itself defines the type of devices that are used and therefore counted for the price list item (e.g., Sybase SQL Anywhere Database for Use with SAP POS for Retail devices are defined as those devices accessing data from SQL Anywhere Database or e.g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

*For SAP Customer Checkout,*

**Devices** are devices, or mobile devices for mobile point of sales applications or mobile devices for merchandise applications or scale devices for scale applications.

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

#### **Documents**

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

**Public Documents** are defined as any object that can execute fully on the SAP BusinessObjects BI Platform. This includes: Web Intelligence document, Crystal Report, Explorer information space, Analysis for OLAP workspace, Dashboard, Design Studio template, Lumira document.

**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)

**Sales Document** is: (i) a line item record that represents the material and/or service being sold or quoted; and/or (ii) a record that represents an individual order/release against a scheduling agreement which indicates the material and/or service being sold.

**Purchase Document** is: (i) a line item record that represents the material and/or service being ordered or requested; and/or (ii) a record that represents the release against a scheduling agreement which indicates the material and/or service being procured.

**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.

**Manufacturing Document** is: (i) 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 (ii) a record that represents a confirmation which indicates the status of the processing activities associated with manufacturing orders.

**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.

**Quality Management Document** is: (i) a record that represents the details of a nonconformance being reported including the information required for problem solving; and/or (ii) a record that represents results of an inspection. For S/4HANA Digital Access only, a Quality Management Document shall also include a record that represents the details of a nonconformance.

**Service & Maintenance Document** is: (i) 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 (ii) a record that represents the details of a problem being reported including the information required for problem solving; and/or (iii) a record that represents the status of the processing associated with service orders and maintenance orders; and/or (iv) 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.

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

**Time Management Document** is: (i) a record that represents an employee's time worked and assigned to business related objects; and/or (ii) a record that represents deviations from an employee's assigned work schedule and/or pay rate.

#### **REMAINING METRICS - E**

##### **Electronic Ledger Master Records**

**E-Ledger Master Records** are the ledger line items included on a journal ledger page that are transmitted to Turkish government authority.

##### **Employees**

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

*For SAP Pension Administration (VADM) Germany Only*

Employees are individuals who get their pension payment as pension recipients, who are surviving dependents, or who are entitled to a pension equalization payment by the component Pension Administration.

**Full-time equivalents (FTE)** are employees who are employed by the licensed organization and non-employees who may be engaged on emergency related activities, either on a temporary or permanent basis and who are tasked, deployed or managed by the licensed organization for the purposes of disaster or emergency management.

*For SAP Force Organization & Personnel for D&S and for SAP Force Sustainment for D&S:*

FTE is the numbers of full time equivalents employed in the organization – including military and civilian personnel & reserve are calculated as:  
Weighted Size = Military Personnel x 1.0 + Reserve x 0.5 + Civilian x 0.5

#### **REMAINING METRICS - F**

##### **Flat Fee**

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

**Annual Fundraising Income** means the annual amount of gross revenue raised by Licensee through fundraising efforts.

#### **REMAINING METRICS - G**

##### **Gigabytes**

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

#### **REMAINING METRICS - H**

None listed.

#### **REMAINING METRICS - I**

##### **Installations**

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

For SAP Fortify by HP, Installations is defined as a single deployable unit of software code consisting of a collection of source code, byte code or object code that delivers some or all of the functionality of a business application.

#### **Installed Capacities**

**Installed Capacities** is defined as the total theoretical annual production capacity of all plants of an SAP Customer.

#### **Instances**

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

#### **Invoices**

**Invoices** are items that flow through the cockpit for reconciliation per year.

#### **Items**

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

*For credit card management*

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

*For Extended Warehouse Management,*

Shipper Scenario - Items are delivery line items. A delivery is the documentation for a shipment sent from a warehouse location to a destination (customer or other plant/location). The items of the delivery are the unique material codes irrespective of quantity shipped under that delivery. The average per day is based on the active days over the period of one year.

Transit Warehousing scenario - For the transit warehousing scenario, Items are the packaging items (Handling Units) moved through the system from origin to destination. The packaging items are counted only once in this process. The average per day is based on the active days over the period of one year.

*For SAP S/4HANA for accounting integration,*

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

*For Track and Trace*

Items are entities being configured, shipped-and-received, or tracked in the system on an annual basis.

*For Yard Logistics*

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

#### **REMAINING METRICS - J**

None listed.

#### **REMAINING METRICS - K**

None listed.

#### **REMAINING METRICS - L**

##### **Learners**

**Learners** are individuals accessing the application and engaging in any learning services being processed by the application.

##### **Locations**

**Location** is to be defined as a single Foreign Trade Zone or sub-zone set up in the GTS system with a unique Zone ID.

**Base & remote locations** are central warehouses or distribution centers from which the remote locations are supplied with spare parts and materials. Offshore facilities (e.g. platforms) or remote on-shore facilities are examples for remote locations in the Oil & Gas industry. Mines or processing centres are examples for remote locations in the mining industry.

#### **REMAINING METRICS - M**

##### **Memory**

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

#### **REMAINING METRICS - N**

##### **Net Property Plant & Equipment**

**Net Property Plant & Equipment** are the values of the total properties, plants and equipment's as disclosed in the balance sheet insofar as processed by the SAP solution on a yearly base.

##### **Nodes**

- **Nodes** are systems with maximum of 256 GB RAM running the SAP Vora Software.

#### **REMAINING METRICS - O**

##### **Objects**

**Master data objects** are master data objects stored in the SAP NetWeaver Master Data Management system and/or SAP Master Data Governance System.

- *For SAP Enterprise Master Data Management; and SAP Enterprise Master Data Governance for SAP S/4HANA* : Master data objects are all master data objects stored in the SAP NetWeaver Master Data Management system, plus the total number of all master data objects stored in the SAP Master Data Governance system.
- *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. Licensee may Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2C consumers. Licensee may not Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2B customers.
- *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.
- *For SAP Master Data Governance, Customers*: Master data objects are active B2B customer objects stored in the SAP Master Data Governance system. Licensee may Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2B customers. Licensee may not Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2C customers.
- *For SAP Master Data Governance, enterprise asset management ext by Utopia*: Master data objects are master data objects stored in SAP EAM. This is the sum of all equipment and functional locations and MRO bill-of-materials.
- *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.

- *For SAP Master Data Governance, Product:* Master data objects are active material objects (materials, products) stored in the SAP Master Data Governance system. Licensee may not Use SAP Master Data Governance, Product to store articles.
- *For SAP Master Data Governance, retail and fashion management ext by Utopia:* 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.
- *For SAP Master Data Governance, Supplier:* Master data objects are active supplier objects (vendors) stored in the SAP Master Data Governance system.

#### Orders

*For SAP Sales and Service Order Execution*

Orders are the number of sales and service orders processed annually but do not include Orders placed by individuals who are assigned Named User licenses.

*For SAP Purchase Order Execution*

Orders are the number of purchase orders processed annually but do not include Orders placed by individuals who are assigned Named User licenses.

*For SAP Sales and Service Order Execution for SAP S/4HANA*

Orders are the number of sales and service orders processed annually but do not include Orders placed by individuals who are counted in the Licensed Quantity of Users of SAP S/4HANA Enterprise Management Packages.

*For Purchase Order Execution for SAP S/4HANA*

Orders are the number of purchase orders processed annually but do not include Orders placed by individuals who are counted in the Licensed Quantity of Users of SAP S/4HANA Enterprise Management Packages.

#### Outpatient Days

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

#### REMAINING METRICS - P

##### Page Views

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

##### Patients

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

**Patients treated** are those treated in one 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.

##### Plants

**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:

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

##### Points of Delivery

**Points of delivery** are the points of delivery (PoDs) at which a utility service is supplied or determined. When a utility installation is created in SAP's Utilities system, a unique PoD is automatically generated. All PoDs in the system are counted where a device or device info record is assigned to SAP's Utilities installation with an ending date later or equal to the system date; technical and virtual PoDs are not considered.

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

- Energy:
  - Electricity
  - Gas
  - District heating
  - Mutual help
  - For all sectors
- Electricity:
  - Electricity
- Gas:
  - Gas
- Water:
  - Water
  - Waste Water
- Utilities or no division named:
  - Electricity
  - Gas
  - District heating
  - Water
  - Waste Water
  - Waste Management
  - Mutual help
  - For all sectors

*For SAP Advanced Metering Infrastructure for Energy and for SAP Advanced Metering Infrastructure for Energy Water Utilities:*

**Points of delivery, advanced meter** are the points of delivery (PoDs) at which a utility service is supplied or determined. When a utility installation is created in SAP's Utilities system, a unique PoD is automatically generated. All PoDs in the system are counted where an active, advanced meter is assigned to SAP's Utilities installation with an ending date later or equal to the system date; technical and virtual PoDs are not considered.

For the sectors below the following Division Categories of the SAP Utilities system need to be considered:

- Energy:
  - Electricity
  - Gas
  - District heating

- Mutual help
- For all sectors
- Water:
  - Water
  - Waste Water

*For SAP Meter Data Management by Siemens and for SAP Meter Data Management by Siemens, Advanced Device Management:*

**Points of delivery** are the service delivery points in the SAP Meter Data Management by Siemens installation. All service delivery points in the system are counted where an active meter is installed with an ending date later or equal to the system date.

#### Portfolios

**Sales portfolios** are the annual energy sales and procurement portfolios of a utility company. The sales portfolio is measured in units of 1 TWh (Terawatt hour).

#### Premiums

**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 will report on an annual basis the respective information to SAP.

If the customer does not disclose the information publicly, he has to 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.

*For Reinsurance Management Solutions (SAP Relns Management Foundation for Insurance and SAP Reins Risk Manager);*

Premiums reflect the "Ceded Premiums" in case of passive and "Assumed Premiums" in case of active Re-Insurance Business. In case the licensee uses the solution for Ceded AND Assumed business the sum of both shall apply.

#### Premiums and Disbursements

**Premiums and disbursements** is defined as the total sum of all premiums and/or all disbursements processed annually via the licensed service.

For disbursements, positive values equal to the actual amount of disbursements are considered for this calculation. If required, currency conversions are done based on the PL valid at the point in time of the contract.

#### Prices

**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.

**BSI U.S. payroll tax processing contract price** is the net value of the BSI U.S. payroll tax processing software license.

#### Products

**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.

#### Processes

**Processes** are specific business processes, which are technically implemented as a semantic data model implemented on a single HANA database.

*For SAP Process Mining by Celonis*

A Process is a semantic HANA data model that provides a view of all sequential steps of one key identifier in a business process. Examples of key identifiers are: purchase order number, invoice number, goods receipt number, and shipping number.

#### REMAINING METRICS - Q

None listed.

#### REMAINING METRICS - R

##### Recipients

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

##### Records

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

*For SAP Financial Database for Banking, SAP Credit Risk Management for Banking, and SAP Regulatory Reporting by iBS,* Records represent the number of financial products (such as loans or deposits) including over the counter products, and standardized exchange traded securities (e.g. shares, listed options, bonds). This is also true when processing takes place on aggregated level. If financial products don't apply, records represents the number of the processed objects.

**Master records** are one contractual relationship between the company and an employee whose payroll is being calculated.

##### Resources

**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.

##### Revenues

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

- *For SAP Account & Trade Promotion Management, SAP Trade Promotion Optimization, and SAP Dairy Solution by msg,* Only the revenues need to be considered associated with the business or division which the capabilities of this package will be applied against.
- *For SAP Configure, Price, and Quote (SAP CPQ)* Revenues are the calculation of Licensee'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.
- *For SAP Electronic Invoicing for Brazil (NFE),* Only the revenues generated by the company or legal entity located in Brazil need to be considered.
- *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.
- *For SAP Customer Experience branded products* **Revenue** is the calculation of Licensee'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.
- *For Insurance,* Revenue are the same as "Premiums"
- *For National Central Banks / Federal Reserve Banks,* Revenues are the same as "Assets under Management".
- *For Other Banks,* Revenues are the sum of Licensee's gross interest income and noninterest income (i.e. provisions, service charges, trading income) as stated on Licensee's Income Statement.
- *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.

- *For Public Sector,*  
Revenues are the same as "Total Annual Budgets"
- *For SAP Tax Declaration Framework*  
only the revenues generated in Brazil are relevant.

#### Revenues and Expenses

**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.

*For CPM and PPM:*

Revenue and Expenses is related to the projects managed within the software and is defined as:

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

*For SAP Intellectual Property Management (SAP IPM):*

Revenues and Expenses is 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 is implemented in SAP IPM but does not result in an incoming payment e.g. barter deal.

#### REMAINING METRICS - S

##### Servers

**Process servers** are defined as each server (real or virtual) where automated tasks are to be managed. A process server is required for every single connected application, server or operating system (OS) instance (virtual or physical) with a unique identification on which processes are executed that need to be monitored, managed and controlled. For each process server purchased the customer is provided with 1 production and 3 non-production environments (i.e. 1 for fail-over for the production instance, 1 for development and 1 for test).

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

##### Service Order

**Service Order** is defined as one discrete order that is mapped in the software in a given calendar year. A service order can be among others a workshop order, a repair order, or a maintenance order.

The number of service orders applied in determining usage volume is the total number of discrete orders mapped with Software for which order master records are created in Software in a given calendar year. Where, for example, an up-stream system bundles multiple orders, the number of orders to be counted is the number before bundling.

Where an order master record is created in Software, the service order, as defined above, is within the ambit of this present agreement for Software. It matters not how an order master record is generated in Software (for example, by directly creating orders in MRS or by importing order master records from upstream systems such as DBM) or whether an order is in fact the object of any further planning using Software.

The measurement as described above will measure the number of service orders created as data records in the calendar year.

*For SAP Enhanced Maintenance and Service Planning*

Service Order means Representation of a reservation for a service area, so called: Slot Order. Check Orders are excluded.

##### Sessions

**Concurrent sessions** are the aggregated numbers of sessions accessing the licensed Software at any one time. A session refers to the time between logon and logoff or time out where a unique user, application or platform accesses the licensed Software either directly or indirectly via a custom application. The number of sessions accessing each Deployment must be limited by corresponding license key mechanisms. The maximum number of sessions enabled on a Deployment by such limitations may not exceed the Licensed Level for the number of Concurrent Sessions assigned to that Deployment for such licensed Software product. The aggregate number of sessions enabled on all Deployments may not exceed the Licensed Level of Concurrent Sessions. 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. Licensee may not utilize any program or system to cache or queue report requests. SAP BusinessObjects BI users accessing any Deployment using a Concurrent Session license may be entered into the SAP NetWeaver BW system for the purposes of maintaining security.

##### SOAR Sales Orders

**SOAR Sales Orders** are defined as the annual number of sales orders the customer will process through the RCS Sales Order Allocation and Rescheduling (SOAR) on HANA. The figure is taken as the number of discrete sales orders processed annually by the SOAR Allocation run (Arun) process.

##### Spend

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

*For SAP Electronic Invoicing for Brazil (NFE-Inbound),* only Spend Volumes in Brazil are to be considered.

*For SAP Marketing, planning option,* Spend volumes is the marketing spend amount that is processed in the SAP Marketing, planning option.

*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.

**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.

##### Students

**Students** are defined as:

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

##### Subscriptions

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

##### Systems

**Connected systems** are productive SAP Solution Manager systems connected to the productive systems of SAP Quality Center by HPE, and SAP Business Process Automation by Redwood.

**Managed systems** are all systems with a unique system id that are controlled, managed, monitored, or retired by the software.

*For SAP Landscape Management*

Every system id for all system usage types (e.g. PROD, DEV, QAS, Test/Demo/Training, DR, etc.) managed by SAP Landscape Management natively requires a license, regardless of production or non-production use. For System Provisioning scenarios, all system ids for source and target systems are subject to licensing.

*For SAP Information Lifecycle Management,*

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

## REMAINING METRICS - T

### Tonnage

**Tonnage produced** are tonnage produced on one day.

### Transactions

*For SAP Accounting for Financial Instruments:*

Transactions represent the number of transactions related to exchange-traded securities (e.g. shares, bonds, futures, options, warrants) and sub-ledger postings (imported sub-ledger documents) over a period of prior 12 consecutive months.

*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.

*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 Licensees organization (i.e. other than employee, contract worker and outsourcer).

*For SAP Digital Content Processing by OpenText*

Transactions are single instances of a content process/workflow that is captured and/or processed by the Software.

*For SAP Document Presentation by OpenText, SAP Document Presentation by OpenText, add-on for business correspond and SAP Digital Documents by OpenText:*

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).

*For SAP Billing, charging,*

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

*For SAP Payment Engine*

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

*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.

*For SAP Shared Service Framework*

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

## REMAINING METRICS - U

### Units

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

**Data Hub Units** are managed systems or nodes where the distributed processing engine is deployed, as managed and defined in SAP Data Hub.

Each node is a system with a maximum of 256 GB RAM.

### Users

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

■ *For SAP Application Visualization by iRise*

Users are authors who can create/edit a visualization using SAP Application Visualization by iRise and the add-on for general SAP solutions (if applicable).

■ *For SAP Business Intelligence (BI):* There is no license limit on number of processors or servers used. Users are identified at logon and do not consume a Concurrent Session license. Concurrent Session licenses and Users can be purchased in combination for a Deployment. Licensee may not utilize any program or system to cache or queue report requests. 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.

■ *For Capital Markets Treasury by Calypso and SAP Capital Markets Trading by Calypso,*

Users are defined as employees who engage in capital markets trades and activities and use functionality provided by the item.

■ *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.

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.

■ *For SAP Digital Asset Management by OpenText, limited access option*

Users are limited to search, browse, view and download assets.

■ *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.

■ *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.

**Active users** are individuals that perform transactions Using the Software in a given calendar quarter.

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

■ *For ERP, localization Extensions for Republic of Belarus by EPAM package:* Licensed Users - are all individuals licensed as one of the following SAP Named User: SAP Professional User, SAP Employee User, SAP Project User, SAP Worker User, SAP Logistics User.

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

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

## REMAINING METRICS - V

### Values

**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.

**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.

**REMAINING METRICS - W**

None listed.

**REMAINING METRICS - X**

None listed.

**REMAINING METRICS - Y**

None listed.

**REMAINING METRICS - Z**

None listed.

## Exhibit 3 - Package Restrictions

### **1. SAP BUSINESS SUITE AND ENTERPRISE FOUNDATION**

#### **1.1 Embedded Analytics**

Where Licensee 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 (i) view, interact and refresh Crystal Reports, Dashboards content and Lumira storyboards embedded with such licensed Package(s) and (ii) Use the SAP BI Platform and/or SAP Lumira, server edition, as delivered with such licensed Package(s), solely to enable the viewing, interacting and refreshing of the Crystal Reports, Dashboards content and Lumira storyboards embedded with such licensed Package(s) (collectively "Embedded Analytics Limited Use Right").

Packages That Include Embedded Analytics Limited Use Right:

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

#### **1.1.1 Embedded SAP BusinessObjects Enterprise, professional edition**

Where Licensee holds a valid Package License for any of the below Package(s), such Package License shall include the right for individuals to view, interact, refresh and modify the content embedded with such licensed Package(s). Packages That Include Embedded SAP BusinessObjects Enterprise, professional edition:

- SAP Contact Center
- SAP Identity Management

#### **1.2 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.

#### **1.2.1 SAP Data Encryption by CipherCloud for SAP SuccessFactors Employee Central, SAP Data Encryption by CipherCloud for SAP SuccessFactors Performance & Goals, SAP Data Encryption by CipherCloud for SAP SuccessFactors Compensation, SAP Data Encryption by CipherCloud for SAP SuccessFactors Succession & Development, SAP Data Encryption by CipherCloud for SAP SuccessFactors Learning**

Each SAP Data Encryption by CipherCloud is limited to Use in the context of Licensee's subscription to the applicable SAP SuccessFactors Cloud Service.

#### **1.3 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.

#### **1.3.1 Named User and Metric Requirements for S/4HANA Packages.**

The only S/4HANA Package that requires SAP Named User licenses is S/4HANA Enterprise Management for ERP Customers.

#### **1.3.2 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 at the following link: [https://uacp.hana.ondemand.com/http.svc/rc/PRODUCTION/pdfac0fa9551dd88809f1000000b441570/1511%20000/en-US/MATRIX\\_OP15111.pdf](https://uacp.hana.ondemand.com/http.svc/rc/PRODUCTION/pdfac0fa9551dd88809f1000000b441570/1511%20000/en-US/MATRIX_OP15111.pdf)). The S/4HANA Compatibility Pack may be Used by Licensee as, and in accordance with the terms of, an S/4HANA Package. Such Use is further subject to the following:

- Licensee must have a license to Use i) such Software in the Classical Solution column of the Matrix and ii) the prerequisite shown on the Matrix.
- 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 required for such Classical Solution. S/4HANA Compatibility Packs may only be Used until the applicable expiration date shown on the Matrix.

#### **1.3.3 S/4HANA Enterprise Management.**

Licensee shall be deemed to have licensed SAP ERP Starter Pack solely for the purpose of meeting the requirement to have a license for SAP ERP in order to have the right to Use the ERP Compatibility Pack.

S/4HANA Enterprise Management includes the following Runtime Software: SAP GTS, Trade Preferences and SAP Information Lifecycle Management ("ILM"). Classification required to support Trade Preferences may be used in context of this usage right at no additional charge for an on-premise implementation with the exception of the following functionalities: Entering Vendor-Based LTVDs in the Web UI, Uploading Preference Rules, Rule Set for Agreements other than with EU and NAFTA-based concepts, Preference Determination for Configurable Bills of Material, Pan-Eur-Med-Cumulation, and Identity-Based Preference Processing. Use of ILM is limited solely to SAP ILM Retention Manager and ILM Store components only for (i) storing and archiving files to filesystem, Hadoop, HANA, and IQ, (ii) blocking and deleting personal data within a specified time period or at the end of a specified time period.

#### **1.3.3.1 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 Licensee's internal business purposes.

#### **1.3.3.2 S/4HANA Enterprise Management for Functional use and S/4HANA Enterprise Management for Productivity use.**

(A) S/4HANA Enterprise Management for Functional use. Use is allowed by the number of individuals included in the Licensed Level: (a) who are employees of Licensee's Business Partners authorized to perform any role supported by the Software in accordance with the license grant set forth in the GTC or Software License Agreement, or (b) who are employees of Licensee authorized to use the following Solution Capabilities supported by the Software:

- Asset Management (Maintenance Execution, Maintenance Planning and Scheduling)
- Human Resources (Organizational Management, Time Sheet)
- Manufacturing (Material Requirements Planning, External Processing, Production Execution, Subcontracting, Just-in-time Processing, Kanban, Production Control, Repetitive Manufacturing, Quality Engineering, Quality Improvement, Quality Inspection)
- R&D / Engineering (Production BOM Management, Recipe/Routing Management, Inspection Planning, Variant Configuration, Product Development Foundation, Project Financial Controls, Project Logistics Control)

- Sales (Sales Order Management and Processing, Opportunity Management, Sales Lead Management, Activity Management)
- Sourcing and Procurement (Self-Service Requisitioning)
- Supply Chain (Available to Promise, Shipping, Transportation Management, Warehouse Management, Goods Movement, Inventory Analytics, Returnable Packaging Logistics)
- Service (Warranty Management, Service Request Management, Service Order Management, Service Fulfillment, Service Billing & Settlement, Multi-Channel Customer Engagement)
- Enterprise Technology (Master Data Maintenance)

(B) S/4HANA Enterprise Management for Productivity use. Use is allowed by the number of individuals included in the Licensed Level who are authorized to use the following Solution Capabilities supported by the Software:

- Asset Management (Maintenance Execution)
- Human Resources (Organizational Management, Time Sheet)
- Manufacturing (Material Requirements Planning, Production Execution, Production Control)
- Sourcing and Procurement (Self-Service Requisitioning)
- Supply Chain (Shipping, Transportation Management, Warehouse Management, Goods Movement, Available to Promise)

**1.3.4 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.

**1.3.5 S/4HANA Central Finance, central finance foundation (“S/4HANA Central Finance”)**

S/4HANA Central Finance includes the following Runtime Software: SAP Application Interface Framework.

**1.3.6 SAP S/4 HANA Incentive and Commission Management**

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

**1.3.7 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 Licensee shall be obliged to obtain a license from Freedom Wireless permitting such Use. The Restricted Countries are Australia, Brazil, Canada, China, Israel, Japan, South Korea, Mexico and the United States. Failure to obtain a license from Freedom Wireless permitting such use shall void and release SAP 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, 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.

**1.3.8 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: (1) 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/or SAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill-to-cash management, and (2) for customers’ extensions and enhancements to SAP S/4HANA for energy utilities meter data management and operations and/or SAP S/4HANA for energy utilities bill-to-cash management and/or SAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill-to-cash management.

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

**1.3.9 SAP S/4HANA for commercial project management, cost and revenue planning**

SAP S/4HANA for commercial project management, cost and revenue planning includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira, server edition (NUL add-on)

**1.3.10 SAP Portfolio and Project Management for SAP S/4HANA, standard**

SAP Portfolio and Project Management for SAP S/4HANA, 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.

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

SAP S/4HANA for O&G secondary distribution management includes a license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" for up to 50,000 BOEPD sold.

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

Use of SAP S/4HANA Finance for treasury and risk management is limited to a maximum of one hundred active, investment-related security classes in the securities area\*. In case a larger number of security classes are required, SAP Financial Asset Management for Insurance must be licensed.

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

**1.3.13 SAP Business Integrity Screening for S/4HANA**

Licensee 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).

**1.3.14 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.

**1.3.15 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.

**1.3.16 SAP Knowledge Accelerator Bundle for S/4HANA.**

SAP Knowledge Acceleration Bundle for S/4HANA may be used to meet Licensee’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 Licensee, Licensee may transfer such individual’s User license count to another user.

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

Sales and Service Order Execution for B2B and B2C for S/4HANA is licensed for Use to place and process Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Cloud 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 Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

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

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 Cloud 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 Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

**1.3.19 Purchase Order Execution for S/4HANA.**

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 Cloud 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 Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

**1.3.20 SAP S/4HANA Oil & Gas for upstream operations management**

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

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

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

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

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

- SAP Lumira, discovery edition, limited to one User per block of Licensed Metric for the Software
- SAP BusinessObjects Enterprise, standard edition limited to five Users per block of Licensed Metric for the Software

**1.3.23 SAP Business Partner Screening for S/4HANA**

SAP Business Partner Screening includes the following Runtime Software:

- SAP Lumira, discovery edition, limited to one User per block of Licensed Metric for the Software

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

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".

**1.3.25 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 Licensee also has a valid license for SAP S/4HANA 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" or "Users" of SAP S/4HANA Enterprise Management, and (b) non-humans (e.g. bots, sensors, chips, devices, etc.) may Use SAP BW directly or through non-SAP software to export data out of SAP BW in a non-real-time or real time manner without the need to be licensed as "Named User(s)" or "User(s)" of SAP S/4HANA Enterprise Management.

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

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.

**1.3.27 SAP S/4HANA Digital Access.**

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

- S/4 EM shall not include SAP Business Warehouse Software.
- S/4 EM shall include SAP ERP Foundation Starter S/4HANA Compatibility Pack for the period in which Licensee otherwise has the right to Use such Compatibility Pack under this Agreement.
- "Non-SAP Application(s)" means: (a) any technologies 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 (excluding when used solely as a Connectivity App between an SAP Application and S/4 EM); and/or (b) SAP Technology Solutions.
- "SAP Technology Solution(s)" means SAP NetWeaver Foundation for Third Party Applications, SAP Cloud Platform (excluding when used solely as a Connectivity App between an SAP Application and S/4 EM) and SAP IoT Application Enablement (including any renamed and/or successor versions of any of the foregoing made generally available by SAP (if any)).
- "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.
- "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 Licensee has a valid subscription, excluding SAP Technology Solutions and all database Packages.

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 one (1) Document, except for Material Documents and Financial Documents which shall each count as two tenths (0.2) of a Document. However, where the automated processing in S/4 EM of a Document from one Document

Type results in the subsequent creation in SAP S/4 EM of one or more additional Documents of different Document Type(s), such additional Documents shall not be counted.

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.

## **1.4 S/4HANA Third Party Reselling**

### **1.4.1 SAP Document Access by OpenText for SAP S/4HANA, SAP Archiving 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 Archiving or Document Access users.

### **1.4.2 SAP Document Access by OpenText, limited access option for SAP S/4HANA, SAP Archiving by OpenText, limited access option for SAP S/4HANA, SAP Extended ECM by OpenText, limited access option for SAP S/4HANA.**

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

## **2. ERP**

### **2.1 Purchase Order Execution ("POE")**

Purchase Order Execution ("POE") is licensed for Use (excluding by employees of Licensee) to create and process Purchase Orders in licensed ERP Software through licensed SAP Cloud Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of POE does not require a Named User license. "Non-SAP Application(s)" means any technologies, other than licensed Package(s), 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.

### **2.2 Sales and Service Order Execution for B2B and B2C ("SOE B2B/C")**

Sales and Service Order Execution for B2B and B2C ("SOE B2B/C") is licensed for Use (excluding by employees of Licensee) to place and process Orders in licensed ERP Software through licensed SAP Cloud Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of SOE B2B/C does not require a Named User license. "Non-SAP Application(s)" means any technologies, other than licensed Package(s), 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.

### **2.3 Sales and Service Order Execution for B2C ("SOE B2C")**

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

### **2.4 SAP Digital Access.**

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

- ERP shall not include SAP Business Warehouse Software.
- "Non-SAP Application(s)" means: (a) any technologies 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 (excluding when used solely as a Connectivity App between an SAP Application and ERP); and/or (b) SAP Technology Solutions.
- "SAP Technology Solution(s)" means SAP NetWeaver Foundation for Third Party Applications, SAP Cloud Platform (excluding when used solely as a Connectivity App between an SAP Application and ERP) and SAP IoT Application Enablement (including any renamed and/or successor versions of any of the foregoing made generally available by SAP (if any)).
- "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.
- "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 Licensee has a valid subscription, excluding SAP Technology Solutions and all database Packages.

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 one (1) Document, except for Material Documents and Financial Documents which shall each count as two tenths (0.2) of a Document. However, where the automated processing in ERP of a Document from one Document Type results in the subsequent creation in ERP of one or more additional Documents of different Document Type(s), such additional Documents shall not be counted.

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.

### **2.5 SAP Enterprise Risk and Compliance Management, risk management and Bank Communication Management**

SAP Enterprise Risk and Compliance Management, risk management Software may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement.

### **2.6 SAP Treasury and Risk Management**

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

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

### **2.7 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 Licensee.

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 licensee 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.

## **2.8 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.

## **2.9 SAP EHS Regulatory Content.**

2.9.1 Use of SAP EHS Regulatory Content is limited solely to Licensee's own business processes. This license does not permit Licensee to use the SAP EHS Regulatory Content to provide services to third parties.

2.9.2 SAP EHS Regulatory Content is SAP Material within the meaning of the governing terms.

2.9.3 The license granted for SAP EHS Regulatory Content is subject to Licensee obtaining a valid license for applicable SAP EHS Management, SAP Transportation Management or other applicable software ("On Premise Software"). For the avoidance of doubt, no prior licensing of On Premise Software is required in order to utilize the Online Viewer.

2.9.4 The SAP EHS Regulatory Content consists of phrases, rules, substance lists, reference data, and document templates for geographic regions (depending on the package licensed in the Order Form) that may be downloaded by Licensee for use in connection with the On Premise Software or viewed online via an internet URL.

2.9.5 Data provided under this Order Form from certain publications by public authorities is passed through to the Licensee on a free of charge basis.

2.9.6 SAP may, in its sole discretion upon written or electronic notification to Licensee, change or modify the URL address, in any manner that SAP deems necessary or desirable from time to time.

2.9.7 The SAP EHS Regulatory Content may not be modified or altered in any way by the Licensee except that the Licensee may modify or alter SAP EHS Regulatory Content solely to record its own phrases, rules and data. Licensee may not create its own databases from the SAP EHS Regulatory Content for use other than in connection with Licensee's own internal use. Licensee may not sell or license the SAP EHS Regulatory Content to third parties.

2.9.8 The SAP EHS Regulatory Content may only be loaded on servers owned and controlled by Licensee or servers owned and controlled by third parties which are approved in writing by SAP. Licensee is solely responsible for the security of the SAP EHS Regulatory Content once downloaded and is responsible for maintaining adequate back-up and security measures, including firewalls, to prevent unauthorized access to or loss of the downloaded SAP EHS Regulatory Content.

2.9.9 SAP EHS Regulatory Content may be updated from time to time: only the current version of SAP EHS Regulatory Content should be used. Content updates may add new content, replace content or delete previously available content.

2.9.10 Licensee acknowledges that failure to use the most current version of the SAP EHS Regulatory Content may result in the Service rendering inaccurate or incomplete results and will void the warranty provided by SAP under the governing terms. Licensee is solely responsible for any damages suffered as a result of: (i) its alteration or modification of the SAP EHS Regulatory Content; or (ii) its use of outdated SAP EHS Regulatory Content where SAP has made an updated version available.

2.9.11 Upon termination of the applicable Order Form, Licensee will not receive any updates to the SAP EHS Regulatory Content, but has a perpetual license to use SAP EHS Regulatory Content that it has already downloaded prior to termination.

2.9.12 Use by Subsidiaries shall be in accordance with the governing terms.

## **2.10 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.

## **2.11 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.

## **2.12 Line Of Business**

### **2.12.1 Track & Trace and Extended Warehouse Management**

Business Partners of Licensee 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.

### **2.12.2 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 licensee. External users do not require a SAP Named User License. This includes any user necessary for SAP Gateway access.

### **2.12.3 SAP Transportation Management for T&L, lead to agreement for container shipping liners**

SAP Transportation Management for T&L, lead to agreement for container shipping liners includes the following Runtime Software: SAP Application Interface Framework.

### **2.12.4 SAP Manufacturing Execution (ME)**

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

### **2.12.5 SAP Customer Engagement and Commerce (CEC)**

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

- SAP CRM Sales
- SAP CRM Service
- SAP CRM Marketing
- SAP CRM Loyalty Management
- SAP Sales and Service Order Execution for B2C

- SAP Sales and Service Order Execution for B2B & B2C
- SAP Contact Center
- SAP Trade Promotion Planning and Management
- SAP Advanced Analytics for Trade Management
- SAP Customer Business Planning
- SAP Configure, Price and Quote for product configuration
- SAP Configure, Price and Quote for solution sales configuration
- Desktop Connection for SAP CRM – enterprise edition

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

- SAP Billing
- SAP Billing, charging
- SAP Billing, invoicing
- SAP Billing, customer financials
- SAP Billing, flexible solution billing
- SAP Billing, mediation by DigitalRoute

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

- SAP Commerce
- SAP Commerce, advanced personalization module
- SAP Commerce, order management services
- SAP Commerce Web content management module
- SAP Commerce, telco accelerator
- SAP Commerce, subscription & bundling module
- SAP Product Content Management
- SAP Commerce, financial services accelerator
- SAP Commerce, travel accelerator
- SAP Commerce, public sector accelerator
- SAP Customer Experience
- SAP Commerce, non-transactional website
- SAP Commerce, edge edition, B2C option
- SAP Commerce, edge edition, B2B option
- SAP Marketing, data management
- SAP Marketing, segmentation option
- SAP Marketing, acquisition option
- SAP Marketing, recommendation option
- SAP Marketing, insight option
- SAP Marketing, planning option
- SAP Digital Documents by OpenText, first 200 units
- SAP Digital Asset Management by OpenText
- SAP Digital Asset Management by OpenText, limited access option

#### **2.12.6 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 Licensee and its affiliates/subsidiaries.

#### **2.12.7 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 Licensee'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.

#### **2.12.8 SAP Commerce – Revenue/SAPs Commerce – Core:**

The software includes the following Runtime Software: SAP Product Content Management (PCM) and Use is limited to online channels within the SAP Commerce – Revenue/SAP Commerce - Core .

#### **2.12.9 SAP Marketing, data management**

The Software includes the following Runtime Software: read-only access to Automated Predictive Libraries (APL). When the Software is used with Limited HANA Runtime, HANA Studio may be used for application specific data modeling, including, but not limited to, table creation and extensions.

#### **2.12.10 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 Licensee shall be obliged to obtain a license from Freedom Wireless permitting such Use. The Restricted Countries are Australia, Brazil, Canada, China, Israel, Japan, South Korea, Mexico and the United States. Failure to obtain a license from Freedom Wireless permitting such use shall void and release SAP 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.

#### **2.12.11 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

#### **2.12.12 SAP Enterprise Product Formulation Package**

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

#### **2.12.13 SAP Yard Logistics**

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).

#### **2.12.14 SAP ERP, supply chain integration add-on for SAP Integrated Business Planning**

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.

#### **2.12.15 SAP Extended Sourcing and SAP Contracts Lifecycle Management**

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.

#### **2.12.16 SAP Portfolio and Project Management, standard**

Use of SAP 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.

#### **2.12.17 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 Licensees of licensed Visual Enterprise Generator, Visual Enterprise Access and/or Visual Enterprise Author software at no additional license fee.

#### **2.12.18 SAP Contact Center**

SAP Contact Center includes Runtime Software of SAP Lumira, server edition (NUL add-on) which excludes the following rights:

- i. Creation of a new Lumira document using Lumira Server
- ii. Modification of existing Lumira documents using Lumira Server

#### **2.12.19 SAP Commercial Project Management**

SAP Commercial Project Management includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira, server edition (NUL add-on).

#### **2.12.20 SAP Commercial Project Management, option for cost and revenue planning**

includes a runtime license to SAP Lumira, designer edition and SAP Lumira, server edition (NUL add-on).

#### **2.12.21 SAP ERP Limited Runtime**

SAP ERP Limited Runtime may only be Used to the extent necessary to operate other Software licensed by Licensee 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 does not require a Named User license. SAP ERP Limited Runtime is only available to S/4HANA Software licensees.

### **3 INDUSTRY PORTFOLIO**

#### **3.1 SAP Upstream Operations Management for Oil & Gas.**

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

#### **3.2 SAP Secondary Distribution Management for Oil & Gas.**

The license for "SAP Secondary Distribution Management for Oil & Gas" includes a license of the industry package "SAP Hydrocarbon Management for Oil & Gas" for up to 50,000 BOEPD sold.

#### **3.3 SAP Military Data Exchange.**

SAP Military Data Exchange is not available for all countries, for details please see contact information at [www.sap.com/defense-security](http://www.sap.com/defense-security)

#### **3.4 SAP Tax, Benefits, and Payment Processing for Public Sector**

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 licensee (e. g. a job assessor...)

#### **3.5 SAP Commerce, edge edition, B2C option – Revenue; SAP Commerce, edge edition, B2B option – Revenue; SAP Commerce, edge edition, B2C option – Core; SAP Commerce, edge edition, B2B option – Core**

*The above solutions are limited to :* one cluster environment (no more than two application servers and no more than one database in such cluster) and two Web Presences.

#### **3.6 SAP Multichannel Foundation for Utilities**

The SAP Multichannel Foundation for Utilities includes mobile platform functionality for use with the Package and for customers' extensions and enhancements to SAP Multichannel Foundation for Utilities. It is mandatory to have all online users represented in the Multichannel user management module. If the customer is using or plans to use a third party user management application, the customer needs to interface/replicate the online users to the Multichannel user management module.

The SAP Multichannel Foundation for Utilities includes any user necessary for SAP Gateway access

#### **3.7 SAP Regulatory Report by iBS, Accounts; SAP Regulatory Report by iBS, Derivatives; SAP Regulatory Report by iBS, P/C/S Cashflow; SAP Regulatory Report by iBS, Retail Cashflow.**

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

#### **3.8 SAP Business Integrity Screening**

The Software includes the following Runtime Software: (i) SAP Lumira discovery edition, limited to one User per block of Licensed Metric for the Software 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 may be used for application specific data modeling, including, but not limited to, table creation and extensions.

#### **3.9 SAP Medical Research Insights**

The software gives instant access to information from multiple sources and allows visualizing and analyzing complex data sets in real-time.

The software is not intended to be used for diagnostic or therapeutic purposes. In particular and without limitation, the software is not intended to be used for (i) final selection of patients for a clinical study, or (ii) the detection, prevention, surveillance, treatment or relief of diseases, (iii) the detection, surveillance, treatment, relief or compensation of injuries and handicaps, or (iv) the examination, substitution or change of the anatomical structure or a physiological process of a human being.

#### **3.10 Cerner i.s.h.med User; Cerner i.s.h.med from SAP, basic medical record bundle; Cerner i.s.h.med from SAP, advanced medical record bundle; Cerner i.s.h.med from SAP, tasks and pathways bundle; Cerner i.s.h.med from SAP, specialty surgery bundle; Cerner i.s.h.med from SAP, specialty radiology bundle; Cerner i.s.h.med from SAP, mobile access bundle**

The software 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.

#### **3.11 SAP Budgeting and Planning for Public Sector**

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

#### **3.12 SAP Investigation Management for Public Sector**

SAP Investigation Management for Public Sector includes the following Runtime Software: SAP BusinessObjects Enterprise, professional edition.

#### **3.13 SAP Knowledge Accelerator Bundle for ERP**

SAP Knowledge Acceleration Bundle for ERP may be used to meet Licensee'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 Licensee, Licensee may transfer such individual's User license count to another user

**3.14 SAP Mobile Inclusive Banking, SAP Omnichannel Banking, digital commercial option, SAP Omnichannel Banking, digital retail option**

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

**3.15 SAP Big Data Margin Assurance**

SAP Big Data Margin Assurance includes the following Runtime Software: read-only access to: (i) Automated Predictive Libraries (APL); and (ii) Predictive Analytics Integrator (PAI).

**3.16 Credit card management**

Credit card management includes the following Runtime Software: Transactional Banking, Retail Banking; SAP Payment Engine, all to be used only in conjunction with credit card management.

**4. THIRD PARTY RESELLING**

**4.1 SAP LoadRunner by Micro Focus ("LR")**

Licensee'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.

**4.2 SAP LoadRunner by Micro Focus, Performance Center ("LR PCD")**

Licensee's Use of the LR PCD 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) or any other pre-production software (so long as the LR PCD software Documentation specifies that the licensed LR PCD software is prescribed for testing and monitoring such other pre-production software) only in quality assurance and similar non-production environments. Use of the Diagnostics for Composite Applications component ("Diagnostics") included with LR PCD is (i) subject to the forgoing Usage limitation and (ii) further limited to Use with a single Application Instance (as defined below) for every two hundred fifty (250) Virtual Users of LR PCD licensed. "Application Instance" means a monitored, non-production environment running an instance of an application (e.g. an instance of SAP Software, a java virtual machine or a database server counts as one Application Instance).

**4.3 SAP Quality Center by Micro Focus, Enterprise Edition ("QC EE")**

Licensee's Use of the QC EE 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), and, if the applicable Order Form indicates that QC EE is licensed for "Full Use", Licensee's Use of the QC EE software shall also include the right to test or monitor any other pre-production software (so long as the QC EE software Documentation specifies that the licensed QC EE software is prescribed for testing and monitoring such other pre-production software), all in quality assurance and similar non-production environments only. The QC EE Bundle currently includes the SAP Quality Center by HP, Enterprise Edition – QuickTest Professional, TestDirector, Business Process Testing, Requirements Management, and Defects Management components.

**4.4 SAP Quality Center by Micro Focus, Premier Edition ("QC PE")**

Licensee's Use of the QC PE 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) or any other pre-production software (so long as the QC PE software Documentation specifies that the licensed QC PE software is prescribed for testing and monitoring such other pre-production software), all in quality assurance and similar non-production environments only. The QC PE Bundle currently includes the SAP Quality Center by HP, Premier Edition – QuickTest Professional, TestDirector, Business Process Testing, Requirements Management, and Defects Management components.

**4.5 SAP Document Access by OpenText ("DA"), SAP Archiving by OpenText ("Archiving")**

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 Licensee has licensed the minimum number of Archiving or SAP Document Access by Open Textusers.

**4.6 SAP SuccessFactors Extended Enterprise Management by OpenText**

SAP SuccessFactors Extended Enterprise Management by OpenText solution is limited for use in the context of SAP SuccessFactors and HR scenarios/employee related-documents

**4.7 SAP Extended ECM for Government by OpenText, SAP Extended ECM for Government by OpenText, limited access option ("xECM for Government")**

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 one hundred thousand (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 one million (1,000,000) pages per year. When Licensee licenses Software for internal users according to this metric, the license includes the right for individuals/citizens external to the Licensee's organization (i.e. other than employee, contract worker and outsourcer), to upload or download content/documents that are stored by the OpenText Solution.

**4.8 SAP Document Access by OpenText, Limited Access option, SAP Archiving by OpenText, Limited Access option, SAP Extended ECM by OpenText, Limited Access option, SAP Extended ECM for Government by OpenText, Limited Access option**

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

**4.9 OCR option for SAP Invoice Management by OpenText ("OCR")**

An individual licensed to Use OCR must also be licensed for SAP Invoice Management by OpenText or SAP Invoice Management by OpenText for SAP S/4HANA ("IM"). The OCR is an optional component and there must be at least as many IM licenses as OCR licenses but there can be more IM licenses than OCR license.

**4.10 SAP Dispatching & Planning – Long Term Planning by Prologa; SAP Dispatching & Planning – Operational Planning by Prologa; SAP Legal Requirements by Prologa**

An individual licensed to Use any Prologa must be licensed (under separate Order Form to the Agreement) as an SAP Business Expert, Professional or Limited Professional User.

**4.11 SAP Mobile Order Management by PROLOGA**

A Named User license is not required if the access to the backend system is handled through the component SAP Mobile Order Management by PROLOGA. In all other cases an SAP Named User is required.

**4.12 BSI U.S. Payroll Tax Processing**

The BSI software is licensed for Use in conjunction with the payroll functionality contained in the SAP Payroll Software, which must be separately licensed. In addition, the license for the BSI software is limited for Use on a single Platform at a time (with the exception of a Platform migration period as BSI may allow). For purposes herein, the term "Platform" shall mean a single BSI Supported Configuration of the following: a single database, single server, single client software, and single operating system. For purposes herein, "BSI Supported

Configuration" shall mean a configuration for which BSI makes support available for SAP Licensees of the BSI software. The BSI software license does not include a license to use any third party database, server, client software, or operating system. If Licensee wishes to change the Platform: (i) Licensee shall provide SAP written notice of the same and complete a Platform Change form (in a format acceptable to BSI); and (ii) SAP shall allow such change to the extent and under the conditions BSI generally makes available to SAP, including without limitation Licensee's payment of any platform change fees that apply. Special maintenance agreement required.

#### **4.13 SAP Digital Content Processing by OpenText**

The OCR functionality is an optional component that is compatible only with Microsoft SQL Server Database.

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

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

### **5. SAP NETWEAVER**

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.

Provided Licensee has licensed an SAP software component based on SAP NetWeaver, Licensee 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 licensee's licensed use rights for such SAP prerequisite components.

Provided Licensee has licensed an SAP software component based on SAP NetWeaver, Licensee 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 (i) storing and archiving files to filesystem, Hadoop, HANA, and IQ, (ii) 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.

*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 Licensee the right to Use SAP NetWeaver Foundation only with (i) the licensed SAP application (including customization), (ii) Modifications (iii) Add-Ons to the SAP application that do not access the information contained in the database of the SAP applications, and (iv) third party applications that do not access the information contained in the database of the SAP applications. Licensee'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. Licensee'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.

#### **5.1 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 Licensee 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.

#### **5.2 SAP Enterprise Master Data Management**

SAP Enterprise MDM includes a runtime license of SAP Data Services.

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:

- 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.
- 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.
- 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.
- If an object is physically deleted from MDM or archived then it is not counted for the license blocks.

#### **5.3 SAP Identity Management**

SAP Identity Management may be used by Licensee to integrate Licensee's SAP applications as part of an application-specific runtime license of SAP NetWeaver Foundation. Licensee is allowed to use no more than 10 Users of the SAP Lumira, discovery edition Runtime Software regardless of the number of Identity Management licenses purchased.

#### **5.4 SAP Process Orchestration, Edge edition, premier option**

SAP Process Orchestration, Edge edition, premier option includes the rights to use SAP Process Orchestration and SAP Data Integrator, Edge edition. Each one (1) Core license of SAP Process Orchestration, Edge edition, premier option includes the rights to one (1) Concurrent Session of SAP PowerDesigner EnterpriseArchitect, fifty (50) Users of SAP Single Sign-On and fifty (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 eight (8) Cores.

#### **5.5 SAP Process Orchestration, Edge edition, standard option**

SAP Process Orchestration, Edge edition, standard option includes the rights to use SAP Process Orchestration. Each one (1) Core license of SAP Process Orchestration, Edge edition, standard option includes the rights to one (1) Concurrent Session of SAP PowerDesigner EnterpriseArchitect. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Process Orchestration, Edge edition, standard option may be installed and Used, excluding SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. The Use of SAP Process Orchestration, Edge edition, standard option is limited to a maximum of eight (8) Cores.

#### **5.6 SAP Landscape Management**

Licensee acknowledges and agrees that it is Licensee'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 Licensee 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 Licensee 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 twelve-month period.

#### 5.7 **SAP Enterprise Threat Detection**

SAP Enterprise Threat Detection includes a limited runtime license for SAP HANA Streaming Analytics Option.

#### 5.8 **SAP Intelligent Business Operations bundle**

SAP Intelligent Business Operations bundle includes the rights to use SAP Process Orchestration, SAP HANA Streaming Analytics Option and SAP HANA Operational Process Intelligence Option. Use of SAP HANA Streaming Analytics shall be solely limited to interacting with other Software components included in SAP Intelligent Business Operations bundle. Use of SAP HANA Operational Process Intelligence Option is restricted to (i) data from the included SAP Process Orchestration, and SAP HANA Streaming Analytics Software, and (ii) data from SAP ERP or SAP S/4HANA applications, if licensed separately by the Licensee. Each one (1) Core license of SAP Intelligent Business Operations bundle includes the rights to one (1) Concurrent Session of SAP PowerDesigner EnterpriseArchitect. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Intelligent Business Operations bundle may be installed and Used, excluding SAP HANA Operational Process Intelligence Option and SAP PowerDesigner EnterpriseArchitect which do not count against total Cores.

#### 5.9 **SAP Information Lifecycle Management (“ILM”)**

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 Enterprise Edition (including SAP IQ Unstructured Data Analytics Option and SAP IQ Very Large Database Management Option) to be used solely as a data store for ILM.

#### 5.10 **Productivity Apps**

Productivity Apps are either (1) an SAP application identified as such herein, or a certified or reviewed partner application, as set forth on <http://go.sap.com/docs/download/2016/02/4e932f70-617c-0010-82c7-ed471af511fa.pdf>, and where licensed by Licensee under the Agreement on a per user basis, or (2) any Licensee owned/licensed application, provided such apps: (a) are only used by an individual to support one or more of the following self service functions on behalf of himself or herself (predefined reports, travel planning, expense reporting, procurement, room reservation, employee time, employee attendance, employee records maintenance, employee directory, employee benefits, employee appraisals, employee talent and skills profiles) (the “Self Service Functions”); and (b) any interfacing of such apps with the Software and/or third party software licensed under the Agreement is limited to the extent necessary to support the Self Service Functions.

#### 5.11 **SAP Master Data Governance, Edge edition**

SAP Master Data Governance, Edge edition may be Used to govern up to 200,000 master data objects in any combinations of the following domains: Financials, Supplier, Customers, Product, or Consumers.

#### 5.12 **SAP NetWeaver OpenHub, Edge edition.**

For purposes of SAP Netweaver OpenHub, Edge Edition, “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 no more than two 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 Licensee 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 no more than two 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.

#### 5.13 **SAP NetWeaver Foundation for Third Party Applications**

The SAP NetWeaver Foundation for Third Party Applications license grants the Licensee, in addition to the SAP NetWeaver Foundation runtime license, the right to Use the SAP NetWeaver Foundation for Third Party Applications Software with (i) Add-Ons to the SAP application that access the information contained in the database of the SAP applications(\*), and (ii) third party applications that access the information contained in the database of the SAP applications.

*Important Notices:*

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.

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 Licensee’s responsibility to secure all appropriate rights from any applicable licensor(s).

(\*) Licensee’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.

Mixing Core-base and user-based license metrics for SAP NetWeaver Foundation for Third Party Applications is not permitted. Licensees 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.

### 6 **SAP Business Objects**

#### 6.1 **Non-Productive Use**

Licensee 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

#### 6.2 **SAP BusinessObjects Business Intelligence Solutions**

##### 6.2.1 **SAP BusinessObjects Business Intelligence**

- (1) SAP BusinessObjects Enterprise, professional edition (user) and SAP BusinessObjects Enterprise, professional edition (CS) include one Concurrent Session license of SAP PowerDesigner EnterpriseArchitect and the following Runtime Software:
  - a) SAP BusinessObjects BI SDK - the use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed without the written consent of SAP.
  - b) SAP IQ which can be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 cores
  - c) Data Integrator (DI) which may be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 Cores, and the DI instances are not clustered. Use of the Data Integrator runtime (i) does not include Text Data Processing and (ii) may only load data into one target datastore.
- (2) SAP BusinessObjects Enterprise, standard edition (user) and SAP BusinessObjects Enterprise, standard edition (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 without the written consent of SAP.

For a single Deployment of SAP BusinessObjects BI platform only one edition can be used: either the SAP BusinessObjects Enterprise, standard edition or professional edition model .

*Limitations for SAP BusinessObjects Enterprise, standard edition (user) and SAP BusinessObjects Enterprise, professional edition (user):* One User can create a maximum of 10 simultaneous sessions.

*Limitations for SAP BusinessObjects Enterprise, standard edition (CS) and SAP BusinessObjects Enterprise, professional edition (CS):* The following Use rights are not available with Concurrent Session licenses.

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

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

*SQL Anywhere.* Licensee's license rights for SAP BusinessObjects Enterprise include a runtime license for the SQL Anywhere database.

#### 6.2.2 *SAP BusinessObjects Enterprise, professional edition, public document*

Usage of desktop tools are not permitted under this license. Usage of features that modify the structure of the data set including (but not limited to) the Web Intelligence Query Panel, and Lumira Prepare tab are not permitted under this license. This license must be used in a separate Deployment from all other license models. No security can be put on the document – it must be completely public. All public document access in a given deployment must be funneled through the included SAP BusinessObjects Enterprise, professional edition (user) license.

#### 6.2.3 *SAP BusinessObjects Dashboards*

"Connected Presentation" means any SWF file created with SAP BusinessObjects Dashboards that refreshes, or otherwise changes the data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)), Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

#### 6.2.4 *SAP Predictive Analytics suite*

SAP Predictive Analytics suite includes the following Runtime Software: 1 User of Predictive Analytics modeler regardless of number of GB of Database Sizes licensed.

##### 6.2.4.1 *SAP Predictive Analytics suite, Edge Edition*

SAP Predictive Analytics suite, Edge Edition is licensed for Use only with SAP HANA, Edge Edition, advanced version. This edition includes 1 User of SAP Predictive Analytics modeler regardless of number of GB Database Sizes licensed. Use of this edition is limited to: one database and up to 128 GB of Database Size.

##### 6.2.4.2 *SAP Predictive Analytics modeler* may not connect to SAP HANA as a data source without a license for SAP Predictive Analytics suite.

##### 6.2.4.3 *SAP Predictive Analytics, application edition* is limited to Use in the context of the approved applications as listed in the product's documentation and for which Licensee has secured an appropriate license.

#### 6.2.5 *SAP Enterprise Information Management Solutions*

##### 6.2.5.1 *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.

##### 6.2.6 *SAP Data Services*

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.

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

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

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

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

##### 6.2.9 *SAP Data Hub*

SAP Data Hub includes the following Runtime Software: read-only access to Automated Predictive Libraries (APL) and (ii) Predictive Analytics Integrator (PAI).

### 6.3 **SAP Enterprise Performance Management**

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

- SAP Business Planning & Consolidation, version for Microsoft Platform, professional edition
- SAP Business Planning & Consolidation, version for SAP NetWeaver, professional edition
- SAP Business Planning & Consolidation, version for Microsoft Platform (planning only), professional edition
- SAP Business Planning & Consolidation, version for SAP NetWeaver (planning only), professional edition
- SAP Financial Information Management, professional edition
- SAP Financial Consolidation, professional edition
- SAP Profitability and Cost Management, professional edition
- SAP Disclosure Management, professional edition

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

- SAP Business Planning & Consolidation, version for Microsoft Platform, standard edition
- SAP Business Planning & Consolidation, version for SAP NetWeaver, standard edition
- SAP Business Planning & Consolidation, version for Microsoft Platform (planning only), standard edition
- SAP Business Planning & Consolidation, version for SAP NetWeaver (planning only), standard edition
- SAP Financial Information Management, standard edition
- SAP Financial Consolidation, standard edition

- SAP Profitability and Cost Management, standard edition
- SAP Disclosure Management, standard edition

Data may only be extracted from EPM Standard Ed and EPM Professional Ed packages in the form of static reports (i.e. word, excel, pdf, etc.). Any user viewing the data in a form other than the EPM system UI or via a static report requires an EPM Professional Ed. or EPM Standard Ed package license.

The EPM Standard Ed and EPM Professional Ed include the following Runtime Software: (i) SAP BusinessObjects Business Intelligence Platform which is limited to use of the following: (a) use of the Central Management Server ("CMS") to authenticate and/or authorize users for the applications; (b) use of the Central Management Console ("CMC") to administer user rights and privileges as they pertain to the applications. **EPM Standard Ed.** Use is limited to (i) direct input and/or editing of quantitative and qualitative data into the application; (ii) execution of existing reports or creation of reports on existing data structures; (iii) execution of changes to workflow tasks; and (iv) 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.

6.3.1 *SAP Financial Consolidation.* Use of SAP BusinessObjects BI Platform included with SAP Financial Consolidation is limited solely to the following features: (a) use of the Central Management Server ("CMS") to authenticate and/or authorize users for the applications listed above; (b) use of the Central Management Console ("CMC") to administer user rights and privileges as they pertain to the application; (c) use of Infview to navigate and launch Analyzer workspaces.

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

6.3.3 *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, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only) include the following Runtime Software:

- i. SAP BW/4HANA
- ii. (ii) SAP Business Planning and Consolidation, version for SAP NetWeaver which can be deployed only in an SAP S/4HANA deployment.

Data may only be extracted from SAP Business Planning and Consolidation, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only) in the form of static reports (i.e. word, excel, pdf, etc.). Any user viewing the data in a form other than the Enterprise Performance Management system UI or via a static report requires an SAP Business Planning and Consolidation, version for SAP BW/4HANA license or SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only) license.

6.3.4 *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 (i) direct input and/or editing of quantitative and qualitative data into the application; (ii) execution of existing reports or creation of reports on existing data structures; (iii) execution of changes to workflow tasks; and (iv) 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.

6.3.5 *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.

6.3.6 *SAP Financial Information Management, professional edition and SAP Financial Information Management, standard edition*

SAP Financial Information Management includes the following Runtime Software: SAP Data Integrator, premium edition.

SAP Financial Information Management is to be licensed whenever data integration with third party systems is required.

#### 6.4 **SAP Governance, Risk and Compliance Solutions.**

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

- SAP Process Control
- SAP Risk Management
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
- SAP Electronic Invoicing f. Brazil (NFE - Inbound)
- SAP Electronic Invoicing f. Brazil (NFE - Outbound)
- SAP Process Control for S/4HANA
- SAP Risk Management for S/4HANA
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA

The following SAP Governance, Risk and Compliance (GRC) solutions include SAP Crystal Reports, SAP BusinessObjects Dashboards

- SAP Process Control
- SAP Risk Management
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
- SAP Electronic Invoicing f. Brazil (NFE - Inbound)
- SAP Electronic Invoicing f. Brazil (NFE - Outbound)
- SAP Process Control for S/4HANA
- SAP Risk Management for S/4HANA
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
- SAP Access Control
- SAP Access Control for S/4HANA
- SAP Tax Compliance

- SAP Tax Compliance for SAP S/4HANA

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 Enterprise, professional edition as Runtime Software.

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

The following SAP Governance, Risk and Compliance (GRC) solutions include 10 Users of the following Runtime Software: (i) SAP Lumira, discovery edition.

- SAP Identity Management

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

- SAP Process Control
- SAP Risk Management
- SAP Process Control for S/4HANA
- SAP Risk Management for S/4HANA
- SAP GTS, Export
- SAP GTS, Import
- SAP GTS, Trade Preferences
- SAP GTS, Bundle
- SAP Electronic Invoicing f. Brazil (NFE - Inbound)
- SAP Electronic Invoicing f. Brazil (NFE - Outbound)
- SAP Audit Management
- SAP Business Integrity Screening
- SAP Business Integrity Screening for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
- SAP Audit Management for S/4HANA
- SAP GTS, processing trade in China
- SAP Enterprise Risk and Compliance Management

#### 6.4.1 *SAP Tax Compliance, SAP Tax Compliance for S/4HANA*

SAP Tax Compliance includes the following Runtime Software:

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

#### 6.4.2 *SAP Business Partner Screening, SAP Business Partner Screening for S/4HANA*

SAP Business Partner Screening includes the following Runtime Software:

- SAP Lumira, discovery edition, limited to one User per block of Licensed Metric for the Software

### 6.5 **SAP BusinessObjects solutions for SME**

#### 6.5.1 *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.

#### 6.5.2 *SAP Business Planning and Consolidation, Edge edition, version for SAP NetWeaver*

The licensing of SAP Business Planning and Consolidation, Edge edition, version for SAP NetWeaver is restricted to 70 users maximum on a maximum deployment of a single application server.

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

Each deployment of SAP BusinessObjects BI, Edge edition (BI Edge) has maximum limits of 100 named users and 50 Concurrent Sessions on a single server. 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: (i) SAP IQ and (ii) Data Integrator, both of which may be deployed on the same server as the BI Edge platform, or on a separate server up to a maximum of 8 cores in the case of SAP IQ or a maximum of 8 cores in the case of Data Integrator. The license also includes one (1) Concurrent Session license of SAP PowerDesigner DataArchitect, Edge edition. Use of the Data Integrator runtime may only load data into one target datastore.

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

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 6.2.1). 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 without the written consent of SAP.

## 7 **SAP CRYSTAL**

### 7.1 **Use Rights for All SAP Crystal Products**

#### 7.1.1 Definitions

7.1.1.1 "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.

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

7.1.1.3 "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)),

7.1.2 SAP Crystal Software Usage. Licensee may use SAP Crystal software to deliver training and consulting services for such SAP Crystal software, provided that each individual receiving the benefits of the training or consulting services has acquired a license separately to Use the applicable SAP Crystal Software.

7.1.3 Desktop SAP Crystal Software Usage. With the exception of Connected Presentations, and subject to Section 7.2.8, Licensee may distribute the output files (e.g. PDF, SWF, XLF, WID or RPT file format) generated by the Desktop SAP Crystal software to third parties provided that Licensee complies with the following requirements:

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

- (d) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of output files;
- (e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the terms set forth in Section 7.2.7(e).
- 7.1.4 **Training Workstation License for Desktop SAP Crystal software.** When Desktop SAP Crystal software is used on a workstation that is used exclusively for training, the license applies to the workstation and not the named user using the Software. One license is required per training workstation.
- 7.1.5 **Use of Screenshots and wordmarks for SAP Crystal software.** Licensee may reproduce and distribute screen shots and wordmarks for SAP Crystal software in documents or media provided that:
- The document or media isn't for commercial training material or third party training material and/or for-profit training material.
  - Licensee's Use may not be obscene or pornographic, and Licensee may not be disparaging, defamatory, or libelous to SAP, any of its software, or any other person or entity.
  - Licensee's Use may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Licensee's product or service.
  - Licensee may not Use the screen shot in a comparative advertisement
  - Licensee may not alter the screen shot in any way except to resize or crop the screen shot.
  - Licensee may not include portions of a screen shot in other product user interface.
  - Licensee may not Use screen shots that contain third-party content unless Licensee has obtained the express permission from the third-party.
  - Licensee must include the following copyright attribution statement: "SAP product screen shot(s) reprinted with permission from SAP."
  - If Licensee's Use includes references to a SAP Software, Licensee must use the full name of the Software.
  - Licensee may not use a screen shot that contains an image of an identifiable individual unless Licensee has obtained permission from the individual.
- 7.2 SAP Crystal Reports runtime product**
- 7.2.1 **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.
- 7.2.2 **Definitions**
- 7.2.2.1 **"Client Application"** means an application developed by Licensee that a) utilizes the Runtime Product, b) is installed fully on an end user's machine, with all report processing local to that machine, and c) adds significant and primary functionality to the Runtime Product.
- 7.2.2.2 **"Internal Installation" or "Internally Install"** means installing into production Client Applications and/or Server Applications on one or more computers within Licensee's company or organization only in connection with Licensee's internal business purposes.
- 7.2.2.3 **"Distribution" or "Distribute"** means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Licensee's company or organization.
- 7.2.2.4 **"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.
- 7.2.2.5 **"Server Application"** means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than one user to Use the Runtime Product through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client Application installed in a Windows terminal server environment (e.g. Citrix or Microsoft Remote Desktop Platform) is a Server Application.
- 7.2.3 **Usage.** Licensee may install and Use a single copy of the Runtime Product to develop Client Applications and Server Applications. The Distribution and Internal Installation terms and conditions differ based on the type of applications Licensee develops, as described in the following sections.
- 7.2.4 **Internal Installation of Client Applications and Server Applications.** Licensor grants Licensee a personal, nonexclusive, limited license to Internally Install the Runtime Product with Client Applications and Server Applications.
- 7.2.5 **Distribution of Client Applications.** Subject to Licensee's compliance with all of the terms herein, including without limitation section 7.2.7, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.
- 7.2.6 **Distribution of Server Applications.** Subject to Licensee's compliance with all of the terms herein, including without limitation section 7.2.7, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that the Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports.
- 7.2.7 **Runtime Product Distribution Requirements.**  
If Licensee distributes the Runtime Product to third parties pursuant to sections 7.2.5 or 7.2.6, Licensee shall comply with the following requirements:
- Licensee remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Runtime Product copies or sample applications;
  - Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;
  - Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;
  - Licensee shall not distribute the Runtime Product with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as SAP's product offerings; and
  - Licensee shall secure the end user's ("End User") consent to terms substantially similar to the following:  
End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;  
End User agrees not to distribute the Runtime Product to any third party or use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;  
End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP's product offerings;  
End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;
- 7.2.8 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.
- 7.3 SAP Crystal Server**
- 7.3.1 **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.
- 7.3.2 **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. Licensee may use SAP Crystal Server's mobile features or functionalities.

7.3.3 **Restrictions.** For each Deployment, SAP Crystal Server may be installed and Used only on a single Server. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use SAP Crystal Server to access data in SAP applications with the exception of SAP Business One.

The following content can only be viewed using User licenses:

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

The following content can only be viewed using CSBL licenses:

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

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

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

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 without the written consent of SAP.

## 7.4 SAP Crystal Reports Server OEM Embedded

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

## 8 SUPPLEMENTARY PRODUCTS

### 8.1 Directories.

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

- 8.1.1
- Directories, any related documentation and any intellectual property rights therein at all times remain the property of SAP and its third party suppliers (as the case may be);
  - Licensees are not permitted to resell the data. Directories shall not be used within a service bureau environment. In selected cases, the use by an affiliate will require a separate license (see all specific directory restrictions in the "Pass Through Terms for Directories" attached hereto as Exhibit 5 which constitute a part of the terms and conditions of Licensee's use of such Directories).
  - Directories may only be used together with the SAP Data Quality and/or Data Services Products; a perpetual license for the SAP Data Quality and Data Services Products is a prerequisite for using Directories;
  - Directories may not be used for creating a mailing list, database or other derivative work, but may be used to cleanse an existing mailing list or database of an End User;
  - Directories will be updated from time to time: only the current version of an Directory may be used;
  - SAP may use a software utility mechanism in Directories that imposes time limitations to prevent the use of outdated Directories;
  - SAP's third party suppliers shall have no liability to End User or any third party as a result of End User's use of the Directories or any services you receive related to the use of the Directories;
  - Content updates will not be provided by SAP hereunder, except to the extent the Directories' third party supplier(s) makes content updates available to SAP. In no case shall any SAP maintenance or support be provided for the Directories licensed herein.
  - A third-party supplier for Directories may elect to terminate SAP's right to distribute Directories or to provide updates during the term of your subscription, in which case Licensee's sole remedy will be to receive a refund of fees for the portion of the subscription for which Licensee is unable to use such Directories, unless otherwise stated in the Pass-Through Terms.

### 8.1.2 Licensing Information

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

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

### 8.2 Generic Products

#### 8.2.1 SAP Test Data Migration Server

SAP Test Data Migration Server includes mobile platform components for use with the Package.

## 9 DATABASE AND TECHNOLOGY PORTFOLIO PRODUCTS (EXCLUDING HANA)

### 9.1 Earlier Versions

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

#### 9.2.1 SAP ASE Runtime Edition.

SAP Adaptive Server Enterprise ("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 Licensee 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 Licensee from SAP. SAP ASE runtime database includes a limited runtime license of MaxDB database, subject to these provisions. 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 and MaxDB runtime database. SAP ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.

## 9.2.2 **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.

## 9.2.3 **SAP ASE, Edge Edition, advanced version.**

SAP ASE, Edge Edition, advanced version may only be deployed on a server having a maximum of 8 cores and includes a limited runtime of replication functionality to be used only in conjunction with SAP ASE, Edge Edition, advanced version solely for disaster recovery purposes.

## 9.2.4 **SAP SQL Anywhere workgroup, Edge edition.**

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

## 9.2.5 **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.

## 9.2.6 **SAP Vora, standard edition**

Use is limited solely to the following SAP Vora features and functionality:

- Partitioning / Distributed Joins
- Spark integration
- HANA integration
- Hierarchy processing
- Currency conversion
- Vora tools
- Vora Manager
- Security

## 10 **MOBILE**

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

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

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

## 11 **SAP HANA**

### 11.1 **Definitions.**

11.1.1 Data Sources. Any software product(s) and/or database instance(s) for which Licensee has secured an appropriate license.

### 11.2 **SAP HANA, Enterprise Edition**

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

- (1) SAP HANA Dynamic Tiering
- (2) SAP HANA Operation Process Intelligence
- (3) SAP HANA Accelerator for SAP ASE
- (4) SAP HANA Data Warehousing Foundation
- (5) five (5) Concurrent Sessions of SAP Enterprise Architecture Designer
- (6) SAP HANA Information Management Option
- (7) SAP HANA Replication Option
- (8) SAP HANA Data Privacy Option
- (9) SAP HANA Spatial/Graph Option
- (10) SAP HANA Predictive Option
- (11) SAP HANA Search/Text Option
- (12) SAP HANA Streaming Analytics Option
- (13) SAP NetWeaver OpenHub

Licensee may use Smart Data Access to query data from any data sources, provided that Licensee’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. Licensee may also replicate data from one or more limited use versions of SAP HANA (SAP HANA Runtime edition for SAP BW; SAP HANA Runtime edition for Applications and SAP BW), solely to be used within HANA Enterprise Edition.

Use of SAP HANA Spatial Engine is also governed by the HERE MAP DATA BY HERE directory terms, which can be located in Section 7 of Exhibit 5 to Chapter 3 of this SAP Software Use Rights document.

### 11.3 **SAP HANA Standard Edition**

SAP HANA Standard Edition may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. Use is limited solely to the following SAP HANA features and functionality: Core Database Services, Smart Data Access, HANA Studio & Modeling, XS/XS advanced, DB Control Center, Multitenant DB containers, System Virtualization support, HANA Decision Tables, Business Function Library, Building UIs, Developing SQL Scripting procedure, AFL framework (development & runtime), Capture & Replay, HANA Cockpit, and Series Data. SAP HANA Standard also includes the following runtime Software:

- (1) SAP HANA Dynamic Tiering
- (2) SAP HANA Operation Process Intelligence
- (3) SAP HANA Accelerator for SAP ASE
- (4) SAP HANA Data Warehousing Foundation
- (5) five (5) Concurrent Sessions of SAP Enterprise Architecture Designer
- (6) SAP NetWeaver OpenHub

Licensee may use Smart Data Access to query data from any data sources, provided that Licensee’s license for SAP HANA Standard Edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. SAP Smart Data Integration is included as runtime software solely for use with SAP Smart Data Access in data federation scenarios. 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. Licensee may also replicate

data from one or more limited use versions of SAP HANA (SAP HANA Runtime edition for SAP BW; SAP HANA Runtime edition for Applications and SAP BW), solely to be used within HANA Standard Edition.

**11.4 SAP HANA, Edge edition, advanced version.**

SAP HANA Edge advanced may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA Edge advanced includes a runtime license of SAP Data Integrator (“DI”), SAP Smart Data Integration (“SDI”), and SAP Landscape Transformation Replication Server (“SLT”), and Use of such runtime products shall be limited solely to extracting data from Data Sources into SAP HANA Edge advanced. SAP HANA Edge advanced includes the license for 128GB of SAP HANA Dynamic Tiering Option with each licensed 32GB unit of SAP HANA Edge advanced. SAP HANA Edge advanced also includes Predictive Analysis Library, ‘R’ connector, HANA Accelerator for SAP ASE, HANA Search/Text Option, HANA Spatial/Graph Option, one (1) Concurrent Session of SAP Enterprise Architecture Designer, and a runtime license of SAP HANA Data Warehousing Foundation Option solely for Use with SAP HANA Dynamic Tiering Option.

**11.5 Licensing multiple SAP HANA editions**

If Licensee has licensed more than one 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.

**11.6 SAP HANA, Runtime Edition for SAP BW (“HANA Runtime for BW”)**

SAP HANA, Runtime Edition for SAP BW licensed by HANA SAP Application Value

HANA Runtime for BW is a database licensed solely to support Licensee’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:

- (1) SAP HANA Platform;
- (2) SAP HANA Data Warehousing Foundation Option,
- (3) SAP HANA Dynamic Tiering Option
- (4) SAP Business Warehouse Accelerator;
- (5) SAP Near-line storage for SAP BW (NLS for BW)
- (6) SAP HANA Rules Framework

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 ASE runtime database includes a replication functionality to be used for disaster recovery purposes. SAP HANA Platform includes the HANA Studio component. Use of the SAP HANA Studio component 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. Such custom views may be accessed by SAP or non-SAP BI tools.

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.

Licensee shall pay additional license fees for HANA Runtime for BW in the event Licensee’s HANA SAP Application Value increases.

**11.7 SAP HANA, Limited Runtime edition for Applications HANA Apps Only (“Limited HANA Runtime”)**

Limited HANA Runtime is licensed solely for Use with any of the Licensee’s SAP HANA Related Apps below, and solely to the extent such SAP HANA Related Apps are licensed by Licensee 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 Related Apps:

- o SAP Innovation Management
- o SAP Intelligent Business Operations bundle
- o SAP Demand Signal Management, powered by SAP HANA
- o SAP Enterprise Threat Detection
- o SAP Customer Activity Repository
- o SAP Promotion Management for Retail, add-on for SAP Customer Activity Repository
- o SAP Tax Declaration Framework
- o SAP Fashion Management Solution
- o SAP Marketing, data management
- o SAP Marketing, segmentation option
- o SAP Marketing, acquisition option
- o SAP Marketing, recommendation option
- o SAP Marketing, insight option
- o SAP Marketing, planning option
- o SAP Audit Management
- o SAP Business Integrity Screening
- o SAP Tax Compliance
- o SAP Business Partner Screening
- o Sales Order Allocation and Rescheduling on HANA
- o Medical Research Insights
- o SAP Assortment Planning for Retail
- o SAP Transportation Resource Planning
- o SAP Tax intelligence and Management by All Tax
- o SAP Connected Health platform
- o SAP Big Data Integrator by DigitalRoute
- o SAP Sales Insights for Retail
- o intelligent traffic management
- o traffic congestion management

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

- (1) SAP HANA Platform;
- (2) SAP Data Integrator (“DI”);
- (3) SAP Smart Data Integration (“SDI”);
- (4) SAP Landscape Transformation replication server (“SLT”);
- (5) SAP ASE and MaxDB databases;
- (6) SAP HANA Data Warehousing Foundation Option;
- (7) SAP HANA Dynamic Tiering Option;
- (8) SAP Business Warehouse Accelerator;
- (9) SAP Near-line storage for SAP BW (NLS for BW);
- (10) SAP HANA Rules Framework;
- (11) SAP HANA Data Privacy Option.
- (12) SAP HANA Predictive Option;
- (13) SAP HANA Spatial/Graph Option;

(14) SAP HANA Search/Text Option.

SAP HANA Platform includes the HANA Studio component. 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 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.

Use of the SAP HANA Studio component 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. Such custom views may be accessed by SAP or non-SAP BI tools.

NLS for BW includes a runtime license of (a) SAP IQ Enterprise Edition, (b) SAP IQ Enterprise Edition-Very Large Database Management Option and (c) SAP IQ Enterprise Edition-Unstructured Data Analytics Option, which may solely be used with SAP BW.

*SAP BusinessObjects Enterprise on Limited HANA Runtime*. When used as a runtime database for SAP BusinessObjects Enterprise, Limited HANA Runtime may be used (i) as a database for the Central Management Server (CMS) repository, (ii) as an audit database for the BI Platform, and (iii) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

SAP Data Hub on Limited HANA Runtime. When used as a runtime database for SAP Data Hub, Limited HANA Runtime may be used as a database via the SAP Data Hub application for the design, operations, management and monitoring of the SAP Data Hub Software.

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

Licensee acknowledges that Licensee 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.

#### 11.8 **SAP HANA Standard Edition Options**

The licensed quantity of the SAP HANA Standard Edition Option(s) must match licensed quantity of SAP HANA Standard Edition on Licensee's SAP HANA Standard Edition Deployment(s).

#### 11.9 **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.

#### 11.10 **SAP HANA Information Management Option**

Includes SAP HANA Smart Data Integration and Smart Data Quality. It also includes Use rights for five (5) users of SAP Agile Data Preparation, on premise edition, IT governance option, and SAP HANA Blockchain service, adapter.

#### 11.11 **SAP HANA Predictive Option**

Use is limited solely to the HANA PAL/R engine, and TensorFlow integration.

#### 11.12 **SAP HANA Replication Option**

Includes the following Runtime Software: SAP Data Integrator, SAP Landscape Transformation Replication Server ("SLT"), SAP Replication Server, 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.

#### 11.13 **SAP HANA Search/Text Option**

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

#### 11.14 **SAP HANA Spatial/Graph Option**

Use is limited solely to the SAP HANA Spatial Engine and Graph Engine. Use of SAP HANA Spatial Engine is also governed by the HERE MAP DATA BY HERE directory terms, which can be located in Section 7 of Exhibit 5 to Chapter 3 of this SAP Software Use Rights document.

#### 11.15 **SAP HANA Streaming Analytics Option**

The total number of cores across all machines on which SAP HANA Streaming Analytics may be installed and Used must not exceed 8 cores per 64GB of memory in the HANA system. Streaming Lite is included and can be integrated with SAP HANA Streaming Analytics project.

#### 11.16 **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.

#### 11.17 **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 Enterprise Edition, SAP IQ Enterprise Edition-Very Large Database Management Option and SAP IQ Enterprise Edition-Unstructured Data Analytics Option. Use of SAP IQ Enterprise Edition and SAP IQ Enterprise Edition-Unstructured Data Analytics Option is limited to a maximum of 32 cores each, solely for use with SAP BW or BW/4HANA.

#### 11.18 **SAP HANA, Runtime Edition for Applications and SAP BW**

11.18.1 *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 Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.

*REAB Runtime Software Rights*. The HANA REAB license includes the following Runtime Software:

- (1) SAP HANA Platform;
- (2) SAP Data Integrator ("DI");
- (3) SAP Smart Data Integration ("SDI");
- (4) SAP Landscape Transformation replication server ("SLT");
- (5) SAP ASE and MaxDB databases;
- (6) SAP HANA Data Warehousing Foundation Option;
- (7) SAP HANA Dynamic Tiering Option;
- (8) SAP Business Warehouse Accelerator;
- (9) SAP Near-line storage for SAP BW (NLS for BW);
- (10) SAP HANA Rules Framework;
- (11) SAP HANA Data Privacy Option ;
- (12) SAP HANA Predictive Option;
- (13) SAP HANA Spatial/Graph Option;
- (14) SAP HANA Search/Text Option

SAP HANA Platform includes the HANA Studio component. 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.

Use of the SAP HANA Studio component 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. Such custom views may be accessed by SAP or non-SAP BI tools.

NLS for BW includes a runtime license of (a) SAP IQ Enterprise Edition, (b) SAP IQ Enterprise Edition-Very Large Database Management Option and (c) SAP IQ Enterprise Edition-Unstructured Data Analytics Option, which may solely be used with SAP BW.

*SAP BusinessObjects Enterprise on REAB.* When used as a runtime database for SAP BusinessObjects Enterprise, HANA REAB may be used (i) as a database for the Central Management Server (CMS) repository, (ii) as an audit database for the BI Platform, and (iii) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

*SAP Data Hub on HANA REAB.* When used as a runtime database for SAP Data Hub, HANA REAB may be used as a database via the SAP Data Hub application for the design, operations, management and monitoring of the SAP Data Hub Software.

The license fee for HANA REAB is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software. Licensee shall pay additional license fees for HANA REAB in the event Licensee's HANA SAP Application Value increases.

Licensee acknowledges that Licensee 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.

#### 11.18.2 *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 Licensee's HANA REAB Supported Software (defined below).

"HANA REAB-Partial licensed for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.

*HANA REAB- Partial Runtime Software Rights.* The HANA REAB - Partial license includes the following Runtime Software:

- (1) SAP HANA Platform;
- (2) SAP Data Integrator ("DI");
- (3) SAP Smart Data Integration ("SDI");
- (4) SAP Landscape Transformation replication server ("SLT");
- (5) SAP ASE and MaxDB databases;
- (6) SAP HANA Data Warehousing Foundation Option;
- (7) SAP HANA Dynamic Tiering Option;
- (8) SAP Business Warehouse Accelerator;
- (9) SAP Near-line storage for SAP BW (NLS for BW);
- (10) SAP HANA Rules Framework;
- (11) SAP HANA Data Privacy Option;
- (12) SAP HANA Predictive Option;
- (13) SAP HANA Spatial/Graph Option;
- (14) SAP HANA Search/Text Option

SAP HANA Platform includes the HANA Studio component. 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.

Use of the SAP HANA Studio component 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. Such custom views may be accessed by SAP or non-SAP BI tools.

NLS for BW includes a runtime license of (a) SAP IQ Enterprise Edition, (b) SAP IQ Enterprise Edition-Very Large Database Management Option and (c) SAP IQ Enterprise Edition-Unstructured Data Analytics Option, which may solely be used with SAP BW.

*SAP BusinessObjects Enterprise on SAP REAB- Partial.* When used as a runtime database for SAP BusinessObjects Enterprise, HANA REAB - Partial may be used (i) as a database for the Central Management Server (CMS) repository, (ii) as an audit database for the BI Platform, and (iii) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

*SAP Data Hub on HANA REAB-Partial.* When used as a runtime database for SAP Data Hub, HANA REAB-Partial may be used as a database via the SAP Data Hub application for the design, operations, management and monitoring of the SAP Data Hub Software.

Licensee acknowledges that Licensee 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.

#### 11.19 **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 Exhibit 7 of these Use Terms.

#### 11.20 **SAP HANA Cold Data Tiering**

Includes SAP Data Hub 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 Hub distributed runtime (Vora) or Vora supported sources. Access and querying of cold tiered data is allowed via the primary HANA system only.

## 12 **FOCUSED BUSINESS SOLUTIONS.**

12.1 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 <http://service.sap.com/fbs/availability> (inclusive of any successor site(s) made known by SAP, the "Strategy & Conditions Site").

12.2 The Strategy & Conditions Site is hereby amended to include the following terms:

- 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 Licensee.
- 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).
- 12.2.3 Mainstream and extended maintenance dates for FBS Software are targets, and therefore subject to change by SAP.
- 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.

**13 REPEATABLE CUSTOM SOLUTION ("RCS") SOFTWARE.**

- 13.1 The RCS requires, as a prerequisite to its Use and installation, a specific version (such as release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software") which is identified by SAP, along with specific Use conditions under <https://service.sap.com/rcs/availability> (the "RCS Strategy & Conditions Site") and/or the Documentation. Special support strategy and conditions apply for RCS Software. SAP and Licensee agree that Support for RCS Software shall be provided as set forth in the applicable SAP Product Specific Support Schedule for RCS found at the RCS Strategy & Conditions site.
- 13.2 RCS is not SAP standard software and in its current state a RCS may not meet all SAP standards including but not limited to language or country version, available version, supported operating systems, or database. Licensee must fully test the RCS before using it in live operation. The standard language in which the RCS and its Documentation will be provided is English. SAP reserves the right to release individual versions of the RCS or its Documentation in additional languages. SAP has no obligation to transfer any functionality licensed under this agreement into SAP's standard software, nor shall SAP be obliged to make the RCS compatible with new releases or versions of the Base Software.

## Exhibit 4 - Pass Through Terms for Third Party Databases

SAP may deliver SAP software containing a database product where the end user is not entitled to use the database unless he/she has acquired the requisite number of licenses from the database vendor or its authorized distributor. Such deliveries are reported to the database vendor.

### Conditions for the use of ORACLE® Database Software when licensed from SAP

#### **1. Copyright**

- 1.1 The comprehensive copyright to Oracle software is the sole property of the Oracle Corporation, Redwood Shores, CA, USA.
- 1.2 Third party database applications for system administration, monitoring and management may directly access the Oracle database.
- 1.3 The customer shall only use the Oracle software in connection with the SAP Software and only for the purposes of its own internal data processing which includes access of third party user such as contractor, supply chain vendor or supplier, customer, or third party individual authorized by the customer. It is allowed to customize the SAP software or to create additional functionality, new applications, or to support third party database applications which only interface with them (example: via RFC, BAPI) Third party database applications or new functionality or new applications which may directly access the Oracle database or indirectly access information contained therein are not allowed.
- 1.4 The customer shall assign the Oracle software only to wholly owned or majority owned subsidiaries. Assignment to competitors of Oracle is prohibited.
- 1.5 In view of its limited rights of use, the customer shall neither modify, decompile nor reverse engineer the Oracle software except and to the extent that it is expressly permitted by applicable law.
- 1.6 The Oracle software may only be used in the country or countries for which the customer has acquired a license. The customer hereby undertakes to adhere to all regulations of the US Department of Commerce and the American export authorities.
- 1.7 The use of Oracle software for the planning, production, control or monitoring of nuclear power stations, air traffic, means of mass transportation or medical equipment is not permitted, unless such use is limited to commercial or purely administrative applications.
- 1.8 The customer is not entitled to receive the source code for the Oracle software.

#### **2. Other Conditions**

- 2.1 The publication of benchmark tests for the Oracle software is not permitted.

### Conditions for the Use of the Microsoft SQL-Server Enterprise Edition

#### Conditions for the Use of the Microsoft SQL-Server when licensed by SAP

IMPORTANT NOTE: These "Conditions for the Use of the Microsoft SQL-Server when licensed by SAP" apply to Microsoft SQL Server Enterprise Edition version 2014 (or subsequent versions) not only for new licenses but also for any prior licenses of Microsoft SQL-Server Enterprise Edition licensed under an agreement with any SAP entity or SAP authorized reseller.

For the purpose of this Section "Integrated Application" shall be defined as SAP software integrating the Microsoft SQL Server Database.

The Microsoft SQL Server Database may contain the following software:

"Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers"); "Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

#### **1. OVERVIEW**

- 1.1 **Software.** The software includes
  - server software, and
  - additional software that may only be used with the server software directly, or indirectly through other additional software.
- 1.2 **License Model.** The software is licensed by SAP based on the unified solution and the number of users of that unified solution.
- 1.3 **Licensing Terminology.**
  - **Instance.** You may create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
  - **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
  - **Operating System Environment ("OSE").** An "operating system environment" or "OSE" is
    - i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
    - ii. Instances of applications, if any, configured to run on the operating system instance or part identified above.A physical hardware system can have either or both of the following:
    - one physical operating system environment;
    - one or more virtual operating system environments.A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.  
A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
  - **Server.** A "server" is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate server.
  - **Server Farm.** A "server farm" is any data center or group of data centers owned by you and under your day-to-day operational control.
  - **Unified Solution.** A "unified solution" means a software application licensed to you by SAP, which includes the software licensed under this agreement, adds significant and primary functionality to such software, and may include software acquired from a third party delivered and licensed by SAP.

#### **2. USE RIGHTS.**

Your rights to use the software are set forth in the license granted by SAP to you to use the unified solution at specific site(s), to run your internal business operations (including back up and passive disaster recovery), and to provide internal training and testing for such internal business operations, unless and until such license expires or is terminated.

#### **3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

- 3.1 **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the unified solution and only as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. For clarity, you may use tools provided as part of the unified solution to create new tables during the unified solution set up and/or customization so long as the resulting tables will only be used with and/or as part of the unified solution itself.
- 3.2 **SQL Server Reporting Services Map Report Item.** Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at [go.microsoft.com/?LinkId=9710837](http://go.microsoft.com/?LinkId=9710837) and the Bing Maps Privacy Statement available at [go.microsoft.com/fwlink/?LinkId=248686](http://go.microsoft.com/fwlink/?LinkId=248686).

- 3.3. **Use of Software Within and Across Server Farms.** You may use the software on servers located within and across your server farm if and for so long as the software is only used with and as a part of the unified solution.
- 3.4. **Outsourcing Company.** You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center (“outsourcing company”) to install or cause to be installed the unified solution on servers owned, operated, maintained and controlled by the outsourcing company, provided that: (i) 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 a written agreement that protects the unified solutions and the software on commercially reasonable terms. Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.
- 3.5. **Virtualization.** With respect to any server for which you have acquired the requisite licenses, you may run any number of instances of the server software in any number of physical and/or virtual OSEs whether on servers within your server farm or on servers owned and managed by an outsourcing company pursuant to Section 3.4 (above).
- 3.6. **Fail-over Server.** You may create and maintain passive fail-over instances in a separate OSE for temporary support on a server other than your production server, whether on servers within your server farm or on servers owned and managed by an outsourcing company pursuant to Section 3.4 (above).
4. **THIRD PARTY NOTICES.** The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: [www.asp.net/ajaxlibrary/CDN.ashx](http://www.asp.net/ajaxlibrary/CDN.ashx) that program.
5. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
6. **BENCHMARK TESTING. You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.** However, this does not apply to the Microsoft .NET Framework (see below).
7. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.
8. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](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 [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).
9. **SCOPE OF LICENSE.** The software is licensed, not sold. Unless applicable law gives you more rights, SAP and Microsoft reserve all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- work around any technical limitations in the software;
  - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  - publish the software, including any application programming interfaces included in the software, for others to copy;
  - share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
  - rent, lease or lend the software; or
  - use the software for commercial software hosting services.
- You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software.  
Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
10. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
11. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
12. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
13. **ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit [www.microsoft.com/education](http://www.microsoft.com/education) or contact the Microsoft affiliate serving your country.
14. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the SAP solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
15. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
16. **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.
17. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the SAP from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
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#### **Conditions for Use of Third Party Databases with SAP Business One Software**

##### **Conditions for the Use of Microsoft® SQL Server™ 2014, Standard Edition (Core-based Runtime and Server CAL Runtime) Software**

**IMPORTANT NOTE:** These “Conditions for the Use of the Microsoft SQL Server 2014, Standard Edition” apply to Microsoft SQL Server Standard Edition version 2014 (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.

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**IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER.** If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2014 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

**IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.**

#### **1. OVERVIEW.**

##### **1.1 Software.** The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

##### **1.2 License Model.** The software is licensed based on either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of operating system environments (OSEs) in which the server software is run, and the number of devices and users that access instances of server software.

##### **1.3 Licensing Terminology.**

- **Instance.** You create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.
- **Run an Instance.** You “run an instance” of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment (“OSE”).** An “operating system environment” or “OSE” is
  - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  - (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.

A physical hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.
- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

## 2. USE RIGHTS FOR CORE LICENSE MODEL.

**2.1 Licensing a Server.** Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

**2.2 Determining the Number of Licenses Required.** You have two license options:

(a) **Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at [go.microsoft.com/fwlink/?LinkID=229882](http://go.microsoft.com/fwlink/?LinkID=229882).

(b) **Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

**2.3 Assigning the Required Number of Licenses to the Server.**

(a) **Initial Assignment.** After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

(b) **Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.**

**2.4 Running Instances of the Server Software.** Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

(a) **Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.**

(b) **Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.**

**2.5 Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

Client Tools Connectivity

Documentation Components

**2.6 Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

**2.7 No Client Access Licenses (CALs) Required for Access.** Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

## 3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

**3.1 Assigning the License to the Server.**

(a) **Initial Assignment. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the “licensed server” for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.**

(b) **Reassignment. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.**

**3.2 Running Instances of the Server Software.** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

- 3.3 Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.
- Client Tools Connectivity
  - Documentation Components
- 3.4 Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.
- (a) You may create any number of instances of the server software and additional software.
  - (b) You may store instances of the server software and additional software on any of your servers or storage media.
  - (c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
- 3.5 Client Access Licenses (CALs).**
- (a) **Initial Assignment of CALs.** You must acquire and assign a SQL Server 2014 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
    - You do not need CALs for any of your servers licensed to run instances of the server software.
    - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
    - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
  - (b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
  - (c) **Reassignment of CALs.** You may
    - permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
    - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
- 4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
- 4.1 Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.
- 4.2 Multiplexing.** Hardware or software you use to
- pool connections,
  - reroute information, or
  - reduce the number of devices or users that directly access or use the software
- (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
- 4.3 No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.
- 4.4 SQL Server Reporting Services Map Report Item.** Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at [go.microsoft.com/?linkid=9710837](http://go.microsoft.com/?linkid=9710837) and the Bing Maps Privacy Statement available at [go.microsoft.com/fwlink/?LinkID=248686](http://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](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.
- 4.6 Runtime-Restricted Use Software.** The software is “Runtime-Restricted Use” software; as such, it may only be used to run the unified solution and only as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. For clarity, you may use tools provided as part of the unified solution to create new tables during the unified solution set up and/or customization so long as the resulting tables will only be used with and/or as part of the unified solution itself.
- 4.7 Use of Software Within and Across Server Farms.** You may use the software on servers located within and across your server farm if and for so long as the software is only used with and as a part of the unified solution.
- 4.8 Outsourcing Company.** You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center (“outsourcing company”) to install or cause to be installed the unified solution on servers owned, operated, maintained and controlled by the outsourcing company, provided that: (i) all such server hardware on which the unified solution has been installed is and continuously remains physically dedicated to running the unified solution solely for the benefit and use by you and (ii) you have entered into to a written agreement that protects the unified solutions and the software on commercially reasonable terms. Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.
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These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

#### 1. OVERVIEW.

- a. **Software.** The software includes
- server software; and
  - additional software that may only be used with the server software directly, or indirectly through other additional software.
- b. **License Model.** The software is licensed based on
- the number of physical and virtual processors used by operating system environments in which you run instances of the server software.
- c. **Licensing Terminology.**

- **Instance.** You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include “instances” of the software.
- **Run an Instance.** You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment.** An “operating system environment” is
  - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
  - instances of applications, if any, configured to run on the operating system instance or parts identified above.
 There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:
  - one physical operating system environment
  - one or more virtual operating system environments.
- **Server.** A “server” is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
- **Assigning a License.** To “assign a license” means simply to designate that license to one server.

## 2. USE RIGHTS.

- 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.
  - 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.
    - 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.
    - 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.
- Assigning the Required Number of Licenses to the Server.**
  - 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.
  - You may reassign the software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
- 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.
- Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.
  - Business Intelligence Development Studio
  - Client Tools Backward Compatibility
  - Client Tools Connectivity
  - Client Tools Software Development Kit
  - Management Studio
  - Microsoft Sync Framework
  - SQL Server 2008 Books Online
- Runtime-Restricted Use Software.** The software is “Runtime-Restricted Use” software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.
- Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.
  - You may create any number of instances of the server software and additional software.
  - You may store instances of the server software and additional software on any of your servers or storage media.
  - You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
- No Client Access Licenses (CALs) Required for Access.** You do not need CALs for the other devices to access your instances of the server software.

## 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- 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.
- Multiplexing.** Hardware or software you use to
  - pool connections,
  - reroute information, and
  - reduce the number of devices or users that directly access or use the software, or
  - reduce the number of devices or users the software directly manages,

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

- c. **Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.
  - d. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
  - e. **Fail-over Server.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. The number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.
4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
  5. **MICROSOFT .NET FRAMEWORK AND POWERSHELL SOFTWARE.** The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.
  6. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.
  7. **MICROSOFT .NET FRAMEWORK.** The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.
  8. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see [www.microsoft.com/licensing/userights](http://www.microsoft.com/licensing/userights).  
You may not
    - work around any technical limitations in the software;
    - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
    - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
    - publish the software for others to copy;
    - rent, lease or lend the software; or
    - use the software for commercial software hosting services.Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
  9. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
  10. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
  11. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
  12. **ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit [www.microsoft.com/education](http://www.microsoft.com/education) or contact the Microsoft affiliate serving your country.
  13. **Transfer to Another Device.** You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.
  14. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
  15. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
  16. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.
  17. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
  18. **NOT FAULT TOLERANT. 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.**
  19. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**
  20. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).**

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#### Microsoft® SQL Server™ 2008, Standard Edition (Server CAL Runtime) Software

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software (“Licensor”) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements, and
- Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to Licensor.

**BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE PLACE OF PURCHASE FOR A REFUND OR CREDIT.**

**These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.**

**IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SOFTWARE LICENSE YOU ACQUIRE.**

## 1. OVERVIEW.

- a. **Software.** The software includes
  - server software; and
  - additional software that may only be used with the server software directly, or indirectly through other additional software.
- b. **License Model.** The software is licensed based on
  - the number of instances of server software that you run; and
  - the number of devices and users that access instances of server software.
- c. **Licensing Terminology.**
  - **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
  - **Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
  - **Operating System Environment.** An "operating system environment" is
    - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
    - instances of applications, if any, configured to run on the operating system instance or parts identified above.There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:
    - one physical operating system environment
    - one or more virtual operating system environments.
  - **Server.** A "server" is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
  - **Assigning a License.** To "assign a license" means simply to designate that license to one device or user.

## 2. USE RIGHTS.

- a. **Assigning the License to the Server.**
  - i. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
  - ii. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
- b. **Running Instances of the Server Software.** You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.
- c. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices solely to support your use of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.
  - Business Intelligence Development Studio
  - Client Tools Backward Compatibility
  - Client Tools Connectivity
  - Client Tools Software Development Kit
  - Management Studio
  - Microsoft Sync Framework
  - SQL Server 2008 Books Online
- d. **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.
  - You may create any number of instances of the server software and additional software.
  - You may store instances of the server software and additional software on any of your servers or storage media.
  - You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
- e. **Included Microsoft Programs. The software contains other Microsoft programs.** The license terms with those programs apply to your use of them.

## 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Client Access Licenses (CALs).**
  - i. You must acquire and assign a SQL Server 2008 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
    - You may not access instances of the server software under Workgroup Edition CALs.
    - You may use your Windows Small Business Server ("SBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an SBS 2008 domain.
    - You may use your Windows Essential Business Server ("EBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an EBS domain.
    - You do not need CALs for any of your servers licensed to run instances of the server software.
    - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
    - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

- ii. **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
  - iii. **Reassignment of CALs.** You may
    - permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
    - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
  - b. **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.
  - c. **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.
  - d. **Multiplexing.** Hardware or software you use to
    - pool connections,
    - reroute information, and
    - reduce the number of devices or users that directly access or use the software, or
    - reduce the number of devices or users the software directly manages.
 (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.
  - e. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
  - f. **Fail-over Server.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. You may run the passive fail-over instances on a server other than the licensed server.
4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
  5. **NET FRAMEWORK AND POWERSHELL SOFTWARE.** The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.
  6. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.
  7. **MICROSOFT .NET FRAMEWORK.** The software includes one or more components of the .NET Framework ("NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.
  8. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see [www.microsoft.com/licensing/userights](http://www.microsoft.com/licensing/userights). You may not
    - work around any technical limitations in the software;
    - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
    - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
    - publish the software for others to copy;
    - rent, lease or lend the software; or
    - use the software for commercial software hosting services.
 Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
  9. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
  10. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
  11. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
  12. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit [www.microsoft.com/education](http://www.microsoft.com/education) or contact the Microsoft affiliate serving your country.
  13. **Transfer to Another Device.** You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.
  14. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
  15. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
  16. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.
  17. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
  18. **NOT FAULT TOLERANT. 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.**
  19. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN**

THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

20. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).

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## Microsoft® SQL Server™ 2012, Standard Edition (Server CAL Runtime) Software OVERVIEW

### 1.1 Software. The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

### 1.2 License Model. The software is licensed based on either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.

### 1.3 Licensing Terminology.

- **Instance.** You create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.
- **Run an Instance.** You “run an instance” of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment (“OSE”).** An “operating system environment” or “OSE” is
  - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  - (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.

A physical hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.
- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

## USE RIGHTS FOR CORE LICENSE MODEL.

### 2.1 Licensing a Server. Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

### 2.2 Determining the Number of Licenses Required. You have two license options:

- (a) **Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at <http://go.microsoft.com/fwlink/?LinkID=229882>.
- (b) **Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

### 2.3 Assigning the Required Number of Licenses to the Server.

**Initial Assignment.** After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

**Reassignment.** You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

### 2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

- (a) **Physical Cores on a Server.** For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.
- (b) **Individual Virtual OSEs.** For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.

### 2.5 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client

- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

**2.6 Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

**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.

## USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

### 3.1 Assigning the License to the Server.

- 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.
- Reassignment.** You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

**3.2 Running Instances of the Server Software.** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

**3.3 Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

**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.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

### 3.5 Client Access Licenses (CALs).

- Initial Assignment of CALs.** You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
  - You do not need CALs for any of your servers licensed to run instances of the server software.
  - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
  - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
- 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.
- Reassignment of CALs.** You may
  - permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
  - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

**3.6 Runtime-Restricted Use Software.** The software is “Runtime-Restricted Use” software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

## ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

### 4.1 Alternative Versions

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

### 4.2 Maximum Instances.

The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

### 4.3 Multiplexing.

Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

### 4.4 No Separation of Server Software.

You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

### 4.5 Fail-over Server.

For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

### 4.6 SQL Server Reporting Services Map Report Item.

The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the “Bing Maps APIs”). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

- Bing Maps APIs to provide sensor based guidance/routing, or
- any Road Traffic Data or Bird’s Eye Imagery (or associated metadata).

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at [go.microsoft.com/fwlink/?LinkId=21969](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.

### 5 INTERNET-BASED SERVICES.

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

### 6 BENCHMARK TESTING.

You must obtain Microsoft’s prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

### 7 .NET FRAMEWORK SOFTWARE.

The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

### 8 MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.

The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at [go.microsoft.com/fwlink/?LinkId=66406](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 [go.microsoft.com/fwlink/?LinkId=66406](http://go.microsoft.com/fwlink/?LinkId=66406).

### 9 SCOPE OF LICENSE.

The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software, including any application programming interfaces included in the software, for others to copy;
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

### 10 BACKUP COPY.

You may make one backup copy of the software media. You may use it only to create instances of the software.

### 11 DOCUMENTATION.

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

### 12 NOT FOR RESALE SOFTWARE.

You may not sell software marked as “NFR” or “Not for Resale.”

### 13 ACADEMIC EDITION SOFTWARE.

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit [www.microsoft.com/education](http://www.microsoft.com/education) or contact the Microsoft affiliate serving your country.

### 14 PROOF OF LICENSE.

If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging and may not be transferred separately. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see [www.howtotell.com](http://www.howtotell.com).

### 15 TRANSFER TO A THIRD PARTY.

The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.

### 16 EXPORT RESTRICTIONS.

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

- 17 **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.
- 18 **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
- 19 **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**
- 20 **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**
- 21 **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).**
- 22 **FOR AUSTRALIA ONLY. References to “Limited Warranty” are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.**  
**If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.**

## Microsoft® SQL Server™ 2012, Standard Edition (Core-based Runtime) Software OVERVIEW.

### 1.1 Software. The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

### 1.2 License Model. The software is licensed based on either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.

### 1.3 Licensing Terminology.

- **Instance.** You create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.
- **Run an Instance.** You “run an instance” of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment (“OSE”).** An “operating system environment” or “OSE” is
  - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  - (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.

A physical hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.
- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

## USE RIGHTS FOR CORE LICENSE MODEL.

### 2.1 Licensing a Server. Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

### 2.2 Determining the Number of Licenses Required. You have two license options:

- (a) **Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at <http://go.microsoft.com/fwlink/?LinkId=229882>.
- (b) **Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

### 2.3 Assigning the Required Number of Licenses to the Server.

**Initial Assignment.** After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

**2.4 Running Instances of the Server Software.** Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

- (a) **Physical Cores on a Server.** For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.
- (b) **Individual Virtual OSEs.** For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.

**2.5 Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

**2.6 Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

- (a) You may create any number of instances of the server software and additional software.
- (b) You may store instances of the server software and additional software on any of your servers or storage media.
- (c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

**2.7 No Client Access Licenses (CALs) Required for Access.** Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

**2.8 Runtime-Restricted Use Software.** The software is “Runtime-Restricted Use” software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

## **USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL**

**3.1 Assigning the License to the Server.**

- (a) **Initial Assignment.** Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the “licensed server” for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.
- (b) **Reassignment.** You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

**3.2 Running Instances of the Server Software.** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

**3.3 Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

**3.4 Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

- (a) You may create any number of instances of the server software and additional software.
- (b) You may store instances of the server software and additional software on any of your servers or storage media.
- (c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

### 3.5 Client Access Licenses (CALs).

- (a) **Initial Assignment of CALs.** You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
- You do not need CALs for any of your servers licensed to run instances of the server software.
  - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
  - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
- (b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
- (c) **Reassignment of CALs.** You may
- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
  - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

### ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

#### 4.1 Alternative Versions.

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

#### 4.2 Maximum Instances.

The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

#### 4.3 Multiplexing.

Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

#### 4.4 No Separation of Server Software.

You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

#### 4.5 Fail-over Server.

For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

#### 4.6 SQL Server Reporting Services Map Report Item.

The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the “Bing Maps APIs”). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

- Bing Maps APIs to provide sensor based guidance/routing, or
- any Road Traffic Data or Bird’s Eye Imagery (or associated metadata).

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at [go.microsoft.com/fwlink/?LinkId=21969](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.

#### 5 INTERNET-BASED SERVICES.

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#### 6 BENCHMARK TESTING.

You must obtain Microsoft’s prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

#### 7 .NET FRAMEWORK SOFTWARE.

The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

#### 8 MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.

The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at [go.microsoft.com/fwlink/?LinkId=66406](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 [go.microsoft.com/fwlink/?LinkId=66406](http://go.microsoft.com/fwlink/?LinkId=66406).

#### 9 SCOPE OF LICENSE.

The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software, including any application programming interfaces included in the software, for others to copy;
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

#### 10 BACKUP COPY.

You may make one backup copy of the software media. You may use it only to create instances of the software.

#### 11 DOCUMENTATION.

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

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You may not sell software marked as “NFR” or “Not for Resale.”

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- 14 **PROOF OF LICENSE.** If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging and may not be transferred separately. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see [www.howtotell.com](http://www.howtotell.com).
- 15 **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.
- 16 **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
- 17 **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.
- 18 **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
- 19 **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**
- 20 **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**
- 21 **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).**
- 22 **FOR AUSTRALIA ONLY.** References to “Limited Warranty” are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.  
If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

**Exhibit 5 - Pass Through Terms for Directories**

**1. COPYRIGHT NOTICES FOR ADDRESS DIRECTORIES:**

<b>Country</b>	<b>Vendor</b>	<b>Copyright Notice</b>
Australia	Australia Post	© Copyright the Australian Postal Corporation 2016. All rights reserved. No part of this document may be reproduced, adapted or transmitted in any form or by any means without the express written permission of Australia Post.
All World; Bulgaria; Estonia; Latvia; Lithuania; Poland; Russia; Greece	UPU	©UPU, 2015. All rights reserved. The contents of this CD are copyright protected by the UPU. While reproduction of the standards for use by participants in the UPU standards development process is permitted without prior permission from the UPU, neither the standards nor any extract from them may be reproduced, stored or transmitted in any form for any other purpose without prior written permission from the UPU. However, one copy of the CD may be printed and used solely by the individual who purchased the CD as a personal copy. No other copies of the standards may be printed or distributed to others for any other purpose. Requests for permission to reproduce this document for other purposes should be addressed to: Universal Postal Union Standards Programme P.O. Box 312 3000 BERNE 15 SWITZERLAND Tel: + 41 31 350 3111 Fax: + 41 31 350 3110 E-mail: standards@upu.int
Austria	Österreichische Post	Copyright © Österreichische Post AG – All rights reserved.
Belgium	Bisnode	This Bisnode Streetreference file (referred to in the contract as “street” and “neighborhood”) is the exclusive property of Bisnode Belgium NV. You acknowledge that Bisnode Belgium is the owner of all copyrights related to this file, and agree that copyright cannot be disputed . These copyrights concern the file itself , the information contained therein , the derivatives, and the use of documents as the primary documents delivered.
Brazil	DataMotion	Datamotion.com.br © Copyright 2016 Data Motion Tecnologia e Serviços LTDA
Canada	Canada Post	© 2017 Canada Post Corporation

China; Mexico; all geocoding directories by HERE	HERE	© 2017 HERE
Czech Rep.	Ceska posta	© 2016 Česká pošta
Denmark	Eniro	The rights to Eniro's card and other material at krak.dk, dgs.dk and eniro.dk, including copyright and trademark rights, belong to Eniro Danmark (Eniro) and content providers. The contents of krak.dk, dgs.dk and eniro.dk we make available for use in accordance with Eniro's guidelines for this. The fact that we make available the material on krak.dk, dgs.dk and eniro.dk will in no case change the rights to the material unless otherwise expressly stated.
Finland	Itella	© Posti Group Corporation
France	Mediapost	© MEDIAPOST 2017
Germany	Deutsche Post Direkt	© Deutsche Post Direkt GmbH DATAFACTORY STREETCODE © 2017 Deutsche Post AG
Hungary	Magyar Posta	© 2017 Magyar Posta Zrt.
India; Geocoding India	MapMyIndia	© Copyright 2017. CE Info Systems Pvt. Ltd. All Rights Reserved.
Ireland	AnPost	All content © An Post 2017
Japan	MPHPT	Copyright (c) 2008 Ministry of Internal Affairs and Communications All Rights Reserved.
Luxemburg	Post Luxemburg	© POST Group 2017
NCOA; US National Dir. AIS Main Contract; USPS Cert. Addr. LacsLink; USPS Cert. Addr. DPV; USPS Cert. Addr. Suite Link	USPS	Copyright © 2017 USPS. All Rights Reserved
Netherlands	Cendris	Unless expressly otherwise agreed between the Parties, the intellectual property rights (including any copyrights) to all products made available to the client under an agreement (including any software, data and databases) will remain in the possession of PostNL Data Solutions and will not be transferred to the client.
New Zealand	New Zealand Post	This document and the information in it is restricted, confidential and proprietary to New Zealand Post, and shall not be used or reproduced for any purpose except with the written consent of New Zealand Post. © NZ POST - Commercial In Confidence © New Zealand Post 2017

Norway	Bring	Copyright © Posten Norge AS
Portugal	CTT	© 2017 CTT
Singapore; Taiwan; Turkey; all Geocoding directories by TomTom	TomTom	Copyright © 2017 TomTom International BV. All rights reserved.
Slovakia	Slovenska POSTA	© 2017 Slovenská pošta Slovenska Posta, a. s. Partizanska cesta c.9 975 99 Banska Bystrica 1
Spain	DeyDe	® 2016 DEYDE Calidad de Datos. All rights reserved.
Sweden	Postnummernservice	© 2005-2017 POSTNUMMERSERVICE NORDEN ALL RIGHTS RESERVED
Switzerland	Schweizerische Post	© 2017 Die Schweizerische Post AG
UK	Royal Mail	© Royal Mail Group Ltd 2017. All rights reserved

## 2. AUSTRALIA ADDRESS DIRECTORY (AUSTRALIAN POSTAL CORPORATION):

### 1 Interpretation

#### 1.1 Definitions

**“Agreement”**

means this agreement for the supply and license of the Solution to the End User, and includes the Schedules.

**“Australia Post”** means the Australian Postal Corporation, including, where permitted by context, all of the Australia Post’s officers, employees, agents and contractors.

**“Business Day”**

means a day other than a Saturday, Sunday or gazetted public holiday in Victoria, Australia or an Australia Post authorised holiday.

**“Claim”** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.

**“Corporate Group”** means a group of Single Legal Entities consisting of the Corporate Group Owner and up to nine nominated Subsidiaries (as defined in the Corporates Act) of the Corporate Group Owner.

**“Corporate Group Owner”** means a Single Legal Entity that is the Holding Company (as defined in the Corporations Act) of each of the other entities of the Corporate Group.

**“Corporations Act”**

means the Corporations Act 2001 (Cth).

**“End User”**

means a Single Legal Entity or Corporate Group Owner authorised to use the Solution granted by the Licensor in accordance with this Agreement.

**“Intellectual Property Rights”**

means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions, domain names and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**“Loss”** means any damage, loss, cost and expense (including legal and other professional advisors’ costs and expenses) suffered by a party.

**“Material Term”** means clauses 3.1c), 3.1d) and 4 of this Agreement.

**“Permitted Purpose”**

means the permitted purpose as defined in the relevant Schedule.

**“Personal Information”**

has the meaning given in the Privacy Act 1988 (Cth) (as amended).

**“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.

**“Privacy Law”**

means all Commonwealth, State and Territory legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information including, but not limited to the Privacy Act 1988 (as amended from time to time).

**“Prohibited Purpose”** means each of the prohibited purposes as defined in the relevant Schedule.

**“Related Body Corporate”**

has the meaning in the Corporations Act.

**“Representative”**

of a party includes an employee, agent, officer, director, adviser, contractor or sub-contractor of that party or of a Related Body Corporate of that party.

#### “Single Legal Entity”

means an individual person, body corporate or other legal entity and for the purposes of the government means an individual Agency as defined under the Financial Management and Accountability Act 1997 or an individual Commonwealth authority or company under the Commonwealth Authorities and Companies Act 1997.

#### “Solution”

means the Licensor’s solution (including software, products and / or services) which incorporates, reproduces, embodies or utilises the Australia Post Data or its derivative works, and licensed to the End User under this End User Agreement.

“Subsidiary” has the meaning given in the Corporations Act.

## **2 Licence**

- 2.1** Licensor grants to the End User a non-exclusive, non-transferable, revocable licence for the term of this Agreement to use the Solution solely for the Permitted Purposes in respect of each applicable Schedule in accordance with the terms and conditions set out in this Agreement and the applicable Schedule, subject to any conditions and restrictions specified in the Permitted Purpose.
- 2.2** If a Schedule includes other terms and conditions, then those terms and conditions will apply, but only in respect of that Schedule.
- 2.3** Any rights not specifically granted to the End User under this Agreement are reserved to the extent permitted by law. Without limiting the previous sentence, the End User must not use the Solution for any Prohibited Purpose. To the extent that a particular purpose falls within the definition of both a Permitted Purpose and a Prohibited Purpose in a Schedule, such purpose is considered a Prohibited Purpose for the purposes of that Schedule.
- 2.4** For the avoidance of doubt, the End User shall not:
- a)** reproduce, copy, modify, amend, assign, distribute, transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with, exploit or commercialise the whole or any part of the Australia Post Data (or directly or indirectly allow or cause a third party to do the same) including by using the Australia Post Data to derive other solutions (including software, products and/or services) unless expressly stated otherwise in this Agreement; and
  - b)** create a Product (as defined below) or other derivative works from the Australia Post Data to commercialise as their own, unless that Product is solely for one of the End User’s Permitted Purpose. “Product” means anything produced by End User which consists of, incorporates or is created using any part of the Australia Post Data and which may be produced in any form, including any device, solution, software or database and which may be in written form or produced electronically.
- 2.5** This clause 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.

## **3 Warranties and Acknowledgements**

- 3.1** The End User represents and warrants that:
- a)** it has full capacity, power and authority to enter into this Agreement;
  - b)** it will fully and completely comply with all of the terms and conditions of this Agreement;
  - c)** it will only use the Solution for the Permitted Purposes and in accordance with the terms and conditions set out in this Agreement;
  - d)** it will not use the Solution for any Prohibited Purpose;
  - e)** it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and
  - f)** it has not relied on any representation made by Australia Post in entering into the Agreement.
- 3.2** Without limiting clause 3.1, the End User acknowledges and agrees that, to the extent permitted by law:
- a)** Australia Post does not make any representation or warranty as to the accuracy, content, completeness or operation of the Australia Post Data or to them being virus free;
  - b)** the Australia Post Data is not complete and it may contain errors; and
  - c)** the Australia Post Data may include data sourced from third parties. The End User agrees to comply with any third party terms and conditions which the End User is notified apply to the third party data referenced in this Agreement.

## **4 Confidentiality and Security**

- 4.1** The End User must ensure that while the Solution is in its possession or control:
- a)** it provides proper and secure storage for the Solution; and
  - b)** use the same level of security to protect the Solution that it uses to protect its own confidential information (but no less than the level of security a reasonable person would take to protect the confidential information);
  - c)** it takes all reasonable steps to ensure that the Solution is protected at all times from unauthorised access, misuse, damage or destruction.
- 4.2** The provisions of clause 4 apply to all forms of media upon which the Solution is kept or transmitted.
- 4.3** The End User will ensure that all copies of the Solution are dealt with in accordance with the Licensor’s or Australia Post’s reasonable directions.
- 4.4** This clause 4 will survive termination or expiry of the Agreement.

## **5 Privacy**

- 5.1** The parties acknowledge that while the Solution may not, on its own, constitute Personal Information, its use may result in the identity of individuals being reasonably ascertainable.
- 5.2** The End User agrees:
- a)** that it is responsible for ensuring that its exercise of rights under this Agreement and the use of the Solution do not infringe any Privacy Law;
  - b)** to use or disclose Personal Information obtained during the course of this Agreement only for the purposes of this Agreement;

- c) to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure;
- d) not to do any act or engage in any practice that would breach any Privacy Law;
- e) to immediately notify the Licensor if the End User becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the End User, its Related Body Corporate or any of its Representatives;
- f) to cooperate with any reasonable demands or inquiries made by Australia Post on the basis of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Law or the Postal Industry Ombudsman under the Australian Postal Corporation Act 1989;
- g) to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Law and other obligations referred to in this clause;
- h) to comply, as far as practicable, with any policy guidelines issued by the OAIC from time to time relating to the handling of Personal Information; and
- i) to comply with any direction given by Australia Post to observe any recommendation of the OAIC or the Postal Industry Ombudsman relating to acts or practices of the End User that the OAIC or the Postal Industry Ombudsman consider to be in breach of the obligations in this clause.

5.3 This clause 5 will survive termination or expiry of the Agreement.

## 6 Intellectual Property Rights

- 6.1 The End User agrees that all Intellectual Property Rights in the Australia Post Data are and shall remain the sole property of Australia Post or its licensors.
- 6.2 The End User must notify the Licensor as soon as practicable if it becomes aware of any actual, suspected or anticipated infringement of Intellectual Property Rights in the Solution or in the Australia Post Data.
- 6.3 The End User must render all reasonable assistance to the Licensor and/or Australia Post in relation to any actual, suspected or anticipated infringement referred to in clause 6.2.
- 6.4 If a third party makes a Claim against the End User alleging that the Solution infringes the Intellectual Property Rights of the third party, the End User must immediately allow the Licensor (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.
- 6.5 This clause 6 will survive termination or expiry of the Agreement.

## 7 Audit

- 7.1 End User shall provide Australia Post and/or its agents reasonable accompanied access upon reasonable prior notice, during 9am and 5pm on a Business Day, to its premises, accounts and records relevant to the Agreement, for the purpose of verifying and monitoring the End User's obligations under the Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit.
- 7.2 If it is identified (through the Audit or otherwise) that the End User has not complied with an obligation under this Agreement, then without limiting any other rights or remedies, upon the request of Licensor, the End User will promptly take all necessary steps to rectify and / or remedy such non-compliance.
- 7.3 The cost of any Audit carried out under clause 7.1 shall be borne by Australia Post unless the Audit reveals a material breach by the End User of its obligation under this Agreement, in which case Australia Post shall be entitled to be reimbursed by the End User for all reasonable costs of the Audit (including any agent's fees) and the End User shall so reimburse Australia Post within twenty (20) Business Days of such request.
- 7.4 For the avoidance of doubt, a "material breach" for the purposes of this clause 7 includes, without limitation, any breach of clause 6 in respect of Australia Post's Intellectual Property Rights, or any breach of this Agreement.
- 7.5 Where the End User does not grant access to Australia Post and/or any of its agents for the purposes of an Audit in accordance with this clause 7 then the End User must pay Australia Post all reasonable costs incurred by Australia Post in connection with such attempted Audit within twenty (20) Business Days of the date of Australia Post's invoice in respect of the same, and Australia Post may by written notice immediately suspend the supply and the End User's use of the Solution.

## 8 Liability

Australia Post not liable

- 8.1 To the extent permitted by law, Australia Post is not liable to the End User for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, and the End User releases Australia Post irrevocably releases and discharges Australia Post from all such Claims and Losses.
  - 8.2 Clause 8.1 will not apply to any Claim or Loss suffered by the End User arising out of any fraud or wilful misconduct of Australia Post.
  - 8.3 Without limiting clause 8.1, to the extent permitted by law, Australia Post will not be liable to the End User for any loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the End User arising out of or in connection with this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those Losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this Agreement.
- Indemnity
- 8.4 The End User must defend and indemnify each of the Licensor and Australia Post and its Representatives (those indemnified) from and against all Losses suffered or incurred by and of those indemnified to the extent that those Losses are suffered as a result of, whether directly or indirectly, of:
    - a) any breach of a Material Term by the End User or its Representatives;
    - b) any unlawful act by the End User or its Representative in connection with this Agreement;

- c) any illness, injury or death to any person arising out of or in connection with the performance of this Agreement to the extent caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative; or
  - d) any loss or damage to any property of any person, arising out of or in connection with the performance of this Agreement to the extent caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative,
- except to the extent that the Loss is directly caused by the negligence, fraud or wilful misconduct or wrongful act or omission of those indemnified.

**8.5** This clause 8 will survive termination or expiry of the Agreement.

## **9 Suspension and Termination**

**9.1** The Licensor may limit, suspend or terminate the End User's rights under this Agreement at any time upon notice when, and for the duration of the period during which:

- a) the End User contravenes (or is believed on reasonable grounds to be in possible contravention of) any law of the Commonwealth or of a State or Territory;
- b) the End User breaches the terms of the Agreement and the breach is not remedied within 14 days after receipt of notice from the Licensor specifying the breach and its intention to terminate the Agreement by reason of such breach; or
- c) the End User commits a material breach of the Agreement which is not capable of remedy; or
- d) in the reasonable opinion of the Licensor, the End User is acting in a manner or providing a Solution which has the effect or potential to damage the reputation of Australia Post which is not remedied within 14 days after receipt of notice from Australia Post or the Licensor specifying the issues; or
- e) the licensed right granted by Australia Post to the Licensor for the licensing of the Australia Post Data has been suspended or terminated.

**9.2** The End User acknowledges that the Licensor may exercise its rights under clause 9.1 in accordance with the directions of Australia Post.

**9.3** The termination, surrender or expiry of this Agreement for any reason will not extinguish or otherwise affect:

- a) any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied; or
- b) any other provisions of this Agreement which are expressly stated to, or which by their nature, survive termination, surrender or expiry of this Agreement.

**9.4** If this Agreement is surrendered, terminated or expires, for any reason whatsoever, then the following provision of this clause will apply notwithstanding such surrender, termination or expiry the End User must cease using the Solution and the Australia Post Data and undertakes that it will destroy all copies, reproductions or adaptations of the Solution and Australia Post Data, or any part thereof made, held or controlled by it and, promptly upon written request from the Licensor, deliver a statutory declaration sworn by an authorised representative of the End User confirming that all copies, reproductions or adaptations of the Solution and Australia Post Data, and any part thereof, have been destroyed.

## **10 Variation**

**10.1** Pursuant to the agreement between the Licensor and Australia Post under which the Licensor is granted a licence to the Australia Post Data, Australia Post reserves the right to vary the terms of that agreement from time to time in certain circumstances. To the extent that those variations require a corresponding variation to the terms of this Agreement, the Licensor may do so, provided that the Licensor gives the End User reasonable prior written notice of such variation (having regard to the period of notice received by the Licensor). The End User undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by the Licensor to formalise and give effect to any and all variations made by the Licensor under this clause 10.1.

## **11 Changes in Legislation**

**11.1** Notwithstanding any other provision of this Agreement, the End User acknowledges and agrees that Australia Post and / or the Licensor must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or the Licensor's use of the Australia Post Data, including any restrictions or limitations relating to the supply of Australia Post Data or elements thereof to any person, and the terms of this Agreement, and the End User's agreements with any other parties, will be varied accordingly.

## **12 Corporate Group Owner**

**12.1** This clause 12 applies if the End User is a Corporate Group Owner.

**12.2** The Corporate Group for the purposes of this Agreement consists of entities identified in writing as Corporate Group entities. Licensee to identify the entities (up to 10 in total, including the Corporate Group Owner) forming the Corporate Group.

**12.3** The End User must ensure, and warrants that:

- a) each entity of the Corporate Group is a Subsidiary of the End User at all times during the term of this Agreement; and
- b) each entity of the Corporate Group is a Single Legal Entity.

**12.4** The End User may permit any or all members of the Corporate Group to enjoy the benefit of the licence granted to the End User under clause 2, subject to the following conditions:

- a) the End User must ensure that all of the Corporate Group members comply with this Agreement, and do not do or omit to do anything that, if done by the End User, would be a breach of this Agreement;
- b) the End User is responsible for all acts and omissions of the Corporate Group members as if they were acts and omissions of the End User; and
- c) all uses of the Solution and Australia Post Data by the Corporate Group members are deemed to be uses by the End User.

## **13 Relationship with Australia Post**

- 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.

## 14 General

- 14.1 The End User shall not, without the Licensor's prior written consent which may be provided or withheld in its absolute discretion, assign or sub-contract any of its rights and obligations under this Agreement.
- 14.2 The Licensor holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Licensor may enforce those provisions on behalf of Australia Post.  
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.

### 3. AUSTRIA ADDRESS DIRECTORY (ÖSTERREICHISCHE POST):

This product cannot be used by Licensees who conduct business in address publishing and service providing.

Licensees are only allowed to use the product for own internal purposes. This product cannot be used by Licensees who conduct business in address publishing and service providing. If a Licensee conducts business in that area, Licensee is responsible for obtaining a valid license directly from the provider.

Licensees are only allowed to use the product for own internal validation purposes. Licensees are not allowed to use the data to provide any services to any other legal entity. If Licensee wishes to provide services to any other legal entity,

Licensee is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license.

"Internet Application Use" shall mean the use of the Software Products at End User's site being accessible by third parties. Such accessible to third parties is restricted to End User's own internal business purposes.

"Offline Use" shall mean the use by End User as on premise business model.

### 4. CANADA (CANADA POST)

1. **Licensee** acknowledges that under the Agreement of which this Software Use Rights document Exhibit 5 forms an integral part (hereinafter referred to as the "Agreement"), **Licensee** has been licensed to use SAP's product, **Authorized Value Added Products**, as the base for developing a further enhanced value-added product (the "Enhanced Value-added Product") for the purposes of (a) sublicensing the Enhanced Value-added Product to users who shall have no further sublicensing or distribution rights, or (b) providing value-added services using the Enhanced Value-added Product that cannot be provided by **Authorized Value Added Products**, or both (a) and (b). **Licensee** 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 licensee and **Licensee** is a sublicensee (hereinafter such data components or data files referred to as the "Licensed Content").

One such third party supplier is Canada Post Corporation ("Canada Post") who has granted SAP certain rights with respect to certain Canada Post Data (the "CP Licensed Data") under which SAP may include the CP Licensed Data, in whole or in part, in the Licensed Content and distribute the same to its sublicensees of the Enhanced Value-added Product subject to the sublicensee's (in this case **Licensee's**) prior agreement to the terms and conditions set out in these Minimum Protective Terms.

2. **Licensee** acknowledges that Canada Post is the owner of the copyright in the Canada Post Data. **Licensee** 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. **Licensee** 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, **Licensee** 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.

3. **Licensee** acknowledges, and agrees to provide notice to parties to whom it distributes the Enhanced Value-added Product, that the damages that Canada Post may incur as a result of parties using out-of-date data for mail preparation include costs that Canada Post will incur in processing and delivering that mail. Such costs include, but are not limited to, the costs incurred by Canada Post

(i) for the manual readdressing and resorting of mail that was diverted from the normal automated mail processing stream because it was addressed with an invalid address, or the Postal Code<sup>OM</sup> element of the address was invalid, or

(ii) if the mail was delivered to the wrong address as a result of having been addressed with an invalid address, or as a result of the Postal Code<sup>OM</sup> element of the address being invalid, the cost of the original sorting, processing and delivery of the mail as well as the extra costs incurred for the manual readdressing and resorting of the mail.

(Postal Code is an official mark of Canada Post.)

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, **Licensee** agrees

(a) not to distribute the Licensed Content until after **Licensee** has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; **Licensee** agrees to keep abreast of developments in technology and to update the safeguards in place to further reduce such risks as improved technology becomes available from time to time, and

(b) to ensure that the parties to whom the CP Licensed Data is distributed, whether as a component of the Enhanced Value-added Product or as a, or component of a, data file, to be used in conjunction with an Enhanced Value-added Product, are informed that the same is not to be used for mail preparation purposes and that this prohibition applies, without limitation, to each of the following:

(i) addressing mail;

(ii) presorting addressed mail;

(iii) preparing unaddressed mail by householder count for delivery.

5. **Licensee** 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), **Licensee** has no right to use or distribute such a product or to offer any services in relation to such a product unless **Licensee** has a then current right to do so under a written agreement signed by both **Licensee** and Canada Post.

6. **Licensee** agrees to include

(a) in the hard copy or electronic copy of the license agreements, which **Licensee** represents will accompany all copies of the Enhanced Value-added Product and of the Licensed Content distributed by **Licensee** that contain CP Licensed Data, and

(b) on the start-up screen of the Enhanced Value-added Product and in the terms and conditions of use posted on any website by which a user may access the Enhanced Value-added Product,

a notice stating that the Enhanced Value-added Product contains data copied under license from Canada Post Corporation and indicating the date of the Canada Post Corporation data file (or the date of the earliest Canada Post Corporation data file, if more than one) from which the data was copied. Where the language of the **Licensee** product or service is French, **Licensee** 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, **Licensee** shall include the equivalent notice but in the relevant language. Each such notice shall be tailored with the appropriate information by replacing the "[Insert...]" / « [Indiquez...] » « [Insérez...] » instructions with the information contemplated:

"This [Insert appropriate reference to medium, i.e. diskette, tape, etc.] contains data copied under license from Canada Post Corporation.

The Canada Post Corporation file from which this data was copied is dated [Insert date]."

French version of the *pro forma* notice

"[Indiquez le support approprié, c'est-à-dire « Cette disquette », « Cette bande magnétique », etc.] contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du [Insérez la date]."

7. **Licensee** acknowledges that the CP Licensed Data is licensed to **Licensee** 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. **Licensee** 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.

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 **Licensee'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.

9. **Licensee** 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 **Licensee's** possession or use of the Licensed Content. **Licensee** 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.

## 5. FINLAND

### Service Description and Terms of Use for Finland POSTAL CODE SERVICES provided through Itella

Effective: January 1, 2013

#### 1. SERVICES

The services consist of the postal code system and basic and changed information contained by domestic address files in a fixed format.

#### 2. TERMS OF USE FOR THE SERVICES

The following terms of use for the service apply.

##### 2.1 USING THE SERVICES

The information provided is always based on the information included in Itella's postal code system. The system data is based on information provided for Itella by municipalities and postal code information updated by Itella. Itella does not check the information received from municipalities.

Itella delivers the information available to self-service channels.

##### 2.2 THE CUSTOMER'S RESPONSIBILITIES

The customer is responsible for retrieving the postal code material, unpacking packaged files, handling and using the material, and updating its systems.

The customer is responsible for ensuring that, upon any disclosure of the material to third parties, the recipient also receives the updated service description and terms of use.

##### 2.3 ITELLA'S RESPONSIBILITIES

Itella is responsible for offering updated information available for retrieval on time as set out in the service description, unless otherwise stated later in this section. Itella is not responsible for damage caused by delayed, altered, or lost data due to equipment failure, communications or system disruptions, or other similar reasons.

Itella does not guarantee that the information is fully faultless. There may be errors in the information caused by recurring changes or the party reporting the changes. Itella is not responsible for errors in information that were not caused by Itella's negligence.

Itella is not responsible for any information user obligations towards third parties.

Itella is not responsible for the uninterrupted availability of service channels or the updating frequency of the information.

##### 2.4 LIMITATION OF THE SERVICES

In the services, information about Åland Islands is only at a postal code level without any street data.

The services contain information about public postal codes.

## 6. GERMANY ADDRESS DIRECTORY (DEUTSCHE POST DIREKT):

Licensees are not allowed to use the data to provide any services to any other third party. Licensees are especially not allowed to distribute the product any further. Licensees are only allowed to use the data for own internal validation purposes. Licensees are not allowed to use the data to provide any services to any other legal entity. If Licensee wishes to provide services to any other legal entity, Licensee is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license. Licensees are not allowed to distribute the product any further.

## 7. HERE MAP DATA BY HERE (HERE):

The data ("Data") is provided for Licensee's internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, HERE and HERE Suppliers on the other hand.

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The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, © Canada Post Corporation, GeoBase© Department of Natural Resources Canada

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**Restrictions.** Except where Licensee has been specifically licensed to do so by SAP, and without limiting the preceding paragraph, Licensee may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

**Warning.** The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

**No Warranty.** This Data is provided to you "as is," and Licensee agrees to use it at its own risk. HERE and HERE SUPPLIERS make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy,

completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

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**Indemnification:** Licensee shall indemnify and save harmless HERE and HERE Suppliers, including Her Majesty The Queen, The Canada Post and the Department of Natural Resources Canada, and their officers, employees and agent: from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.

**Government End Users.** If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with these Pass Through Terms, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such Notice:

**Notice of Use**

Contractor (Manufacturer/ Supplier) Name: HERE

Contractor (Manufacturer/Supplier) Address: 425 W. Randolph Street, Chicago, Illinois 60606

This Data is a commercial item as defined in FAR 2.101 and is subject to these End-User Term under which this Data was provided.

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The Data may include or reflect data of licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada. Such data is licensed on an "as is" basis. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, make no guarantees, representations or warranties respecting such data, either express or implied, arising bylaw or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, shall not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the data or the Data. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, shall not be liable in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in the data or the Data.

End User shall indemnify and save harmless the licensors, including Her Majesty the Queen, the Canada Post and the Department of Natural Resources Canada, and their officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.

If Data for additional countries is included or distributed in connection with software products of SAP, or if Licensee uses data from relevant countries the following supplier terms/copyright notices shall be included in the Licensee Terms as applicable:

**Territory**

Australia

Austria

Croatia, Cyprus, Estonia, Latvia,

Lithuania, Moldova, Poland,

Slovenia and/or Ukraine

France

Germany

Great Britain

Greece

Hungary

Italy

Norway

Portugal

Spain

Sweden

Switzerland

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"© EuroGeographics"

The following notice must appear on all copies of the Data, and may also appear on packaging:

"source: © IGN 2009 – BD TOPO ©"

"Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen" or "Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen."

"Based upon Crown Copyright material."

"Copyright Geomatics Ltd."

"Copyright © 2003; Top-Map Ltd."

"La Banca Dati Italiana è stata prodotta usando quale riferimento anche cartografia numerica ed al tratto prodotta e fornita dalla Regione Toscana."

"Copyright © 2000; Norwegian Mapping Authority"

"Source: IgeoE – Portugal"

"Información geográfica propiedad del CNIG"

"Based upon electronic data □ National Land Survey Sweden."

"Topografische Grundlage: □ Bundesamt für Landestopographie."

**8. MEXICO:**

The terms and conditions of the data provider HERE listed under Section 7 of this Exhibit 5, "HERE map data by HERE (HERE)" apply as Pass Through Terms for the Directory of Mexico.

**9. NETHERLANDS (CENDRIS):**

For the purposes of these Netherlands Address Directory third party pass-through terms, "End User" or Corporate End User" shall mean the purchaser of the Package (whether directly through an SAP company or through a reseller), being the legal entity that enters into a software license agreement with an SAP company or a reseller for its own internal use and/or its Affiliates internal use of the Package; "Postcode Table and Supplementary Products" shall mean the file with all the cities/towns, streets and postcodes in the Netherlands, along with the corresponding house numbers or series of house numbers; and "Additional Products" shall mean products supporting the use of the Postcode Table.

End User is only permitted to use the Package for internal use.

End User is not permitted to deliver the Postcode and Address File and/or Additional Products (irrespective of whether they are integrated into the Package) to third parties.

## 10. NEW ZEALAND (NEW ZEALAND POST):

This section contains the terms and conditions specified by New Zealand Post in respect of use of New Zealand Post's Postal Address File as part of the software supplied to you by SAP. Definitions used in this section apply exclusively to this section. In the case of conflict between the defined terms in this section and defined terms in the main body of the Use Rights document, the defined terms in this section shall take precedence solely in relation to use of New Zealand Post's Postal Address File.

### Definitions

In this section:

**Data** means the Postal Address File, as more particularly described at [www.nzpost.co.nz/sendright](http://www.nzpost.co.nz/sendright), as such description is amended from time to time.

**Documentation** means any user and technical documentation supplied by New Zealand Post with the Data to enable SAP, End Users or any of their personnel to use the Data, and any confidential information of New Zealand Post.

**End User** means any person to whom Data is permitted to be distributed, sold or made available by SAP.

**Intellectual Property Rights** includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks, registered or unregistered designs, circuit layouts, databases, confidential information, know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world, together with all right, interest or licence in or to any of the foregoing.

**Incorporated Software** means the software providing the address data services supplied to the End User by SAP which incorporates the Data.

**Licensor** means New Zealand Post Limited, at Wellington NZ.

i. The End User (and any of its agents and sub-contractors) may only use Data in accordance with the terms of this section, for the End User's internal purposes, and only as part of or in combination with the Incorporated Software and/or any related services provided to it by SAP. The End User must procure that any agents or sub-contractors to whom the Data is provided comply with the terms of this Agreement.

ii. The End User agrees that the Data and the Documentation and all Intellectual Property Rights and other rights in the Data and the Documentation from time to time remain the property of New Zealand Post and its licensors (as the case may be).

iii. The End User must not remove or tamper with any disclaimer or copyright notice attached to or used in relation to Data.

iv. The End User has no right to use any of the trade marks, business names or logos of New Zealand Post unless expressly stated otherwise in any sub-licence granted to the End User by the SAP within the terms of any licence granted by New Zealand Post to SAP.

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-licence 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.

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.

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.

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.

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.

x. The End User must ensure that its personnel, agents and sub-contractors comply with the above terms as if they were 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.

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.

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.

xiv. The End User must keep the confidential information of New Zealand Post, including the Data, confidential.

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.

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.

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.

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.

## 11. RUSSIA:

The terms and conditions of the data provider HERE listed under Section 7 of this Exhibit 5, "HERE map data by HERE (HERE)" apply as Pass Through Terms for the address data of Russia.

## 12. SPAIN (DEYDE):

Licensee 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.

## 13. SWITZERLAND ADDRESS DIRECTORY (SCHWEIZERISCHE POST):

Licensees are not allowed to extract any data provided. Licensees are only allowed to use the product for own validation purposes. Licensees 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.

## 14. TOM TOM:

### Third Party Restrictions

A. Additional provisions for MultiNet® data of Norway. End User is prohibited from using the MultiNet® data of Norway to create commercial general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority.

B. Additional Provisions with respect to the data for China: End User agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to End User when available to TomTom. China data may not be exported from China.

C. Additional Provisions with respect to the data for India: End User agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to End User when available to TomTom.

D. Additional Provisions with respect to the data for Korea: End User agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom. Korea data may not be exported from Korea.

E. As of the Effective Date, the following restriction applies to the Licensed TomTom Products: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Value Added Products, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Value Added Product, and optionally extract data for fleet management purposes.

F. Additional provisions with respect to the Premium Points of Interest North America Licensed Product: It is expressly prohibited to use the Premium Points of Interest North America for (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.

*Following restrictions will apply to usage of the Brand Icon component:*

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.

G. Additional End User provisions:

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.

End User shall not use the Authorized Application to provide competitive information about TomTom or its products to third parties.

The Authorized Application may not be used for in-flight navigation.

In the event that any End User is a government entity, include language which is substantially the same as the following:

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A. *Additional Provisions with respect to the MultiNet® data of Norway only.* Licensee 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.)

B. *Additional Provisions with respect to the data for China:* Licensee agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom. China data may not be exported from China.

C. *Additional Provisions with respect to the data for India:* Licensee agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom.

D. *Additional Provisions with respect to the data for Korea:* Licensee agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Licensee 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).

E. *As of the Effective Date, the following restriction applies to the Licensed TomTom Products:* The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Value Added Products, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Value Added Product, and optionally extract data for fleet management purposes.

F. *Additional provisions with respect to the Premium Points of Interest North America Licensed Product:* It is expressly prohibited to use the Premium Points of Interest North America for (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services. The Local Points of Interest North

America cannot be licensed to the following companies, their commonly owned companies or aliases: Acxiom, Accudata, Allant, Alliance Data, eBeureau, Equifax, Experian, Knowledgebase Marketing, ChoicePoint, Harte-Hanks, Infutor, Donnelley Marketing, infoGroup, Trans Union, Transaction Network Services, and LexisNexis.

*Following restrictions will apply to usage of the Brand Icon component:*

Licensee 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.

G. *Copyright Notices.* Licensee 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:

1. *MultiNet®.* As of the Effective Date, the copyright notice is: "Data Source © <current year> TomTom"; and, in addition, "based on":
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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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  - (d) *MultiNet® data of Indonesia.* As of the Effective Date, the copyright notice is: "® Base data Bakosurtanal"
  - (e) *MultiNet® data of Great Britain.* As of the Effective Date, the copyright is: "Contains Ordnance Survey data © Crown copyright and database right [current year]" and "Contains Royal Mail data © Royal Mail copyright and database right [current year]"
  - (f) *MultiNet® data of Northern Ireland.* As of the Effective Date, the copyright notice is: "Ordnance Survey of Northern Ireland."
  - (g) *MultiNet® data of Norway.* As of the Effective Date, the copyright notice is: "© Norwegian Mapping Authority, Public Roads Administration / © Mapsolutions."
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  - (i) *MultiNet® data of Switzerland.* As of the Effective Date, the copyright notice is: "© Swisstopo."
  - (j) *MultiNet® data of The Netherlands.* As of the Effective Date, the copyright notice is: "Topografische ondergrond Copyright © dienst voor het kadaster en de openbare registers, Apeldoorn 2013."
2. *MultiNet® North America:* As of the Effective Date, the copyright notice is: "© 2006 – 2013\_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. TomTom is an authorized user of selected Statistics Canada computer files and distributor of derived information products under Agreement number 6776. The product is sourced in part from Statistics Canada computer files, including 2010 Road Network File (RNF), 92-500-G and 2006 Census Population and Dwelling Count Highlight Tables, 97-550-XWE2006002. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, GeoBase®, and Department of Natural Resources Canada, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."
3. *MultiNet® Post:* As of the Effective Date, the copyright notice is: "© 2006 – 2013\_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."
4. *Premium Points of Interest North America:* As of the Effective Date, the copyright notice is: "© 2006-2013 TomTom. All rights reserved. This material is proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by TomTom or its suppliers. Portions of the POI database contained in Local Points of Interest North America have been provided by Localeze. The use of this material is subject to the terms of a license agreement. Any unauthorized copying or disclosure of this material will lead to criminal and civil liabilities."

## 15. UK (ROYAL MAIL)

### PREAMBLE

The following terms constitute the end user licence agreement for PAF® Data.

Public Sector entities operating within the United Kingdom must also enter into a direct Public Sector Licence agreement with Royal Mail. SAP will require Licensee to provide evidence of such a valid licence.

Corporate Group licences are available by also entering into a direct licence agreement with Royal Mail. SAP will require Licensee to provide evidence of such a valid licence.

The End User agrees to notify Solution Provider and/or Third Party Solution Providers immediately about any licensing changes and/or exceeding of the licensed category.

### DEFINITIONS AND INTERPRETATION

In this Licence the following terms have the following meanings:

<b>Bureau Customer</b>	a customer for a Bureau Service
<b>Bureau Services</b>	a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer
<b>Customer Database</b>	a database of an End User's customer
<b>Data Cleansing</b>	the processing of existing data records using PAF® Data: <ol style="list-style-type: none"><li>(a) including validating, reformatting, correcting or appending additional data to those records, and</li><li>(b) including the use of PAF® Data within address capture applications, but</li><li>(c) not including Data Extraction (whether carried out by an address capture application or otherwise),</li></ol> and <b>Cleansed</b> shall be read accordingly
<b>End User</b>	a single legal entity who a Licensee may permit to use PAF® Data through its Users in accordance with this Licence
<b>End User Terms</b>	the terms set out in the Licence
<b>Extracted Data</b>	data generated as a result of Data Extraction
<b>Licence</b>	these terms made up of the "Preamble" section, "Definitions and Interpretation" section and the "Licence Terms" section
<b>PAF® Data Solution</b>	Royal Mail's database known as PAF®, and including the database known as the "Alias File" 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
<b>Substantially All Database</b>	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
<b>User</b>	an individual authorised by an End User to use a Solution

## **LICENCE TERMS**

### **1. End Users' permitted use of Solutions**

End Users may freely use PAF® Data in Solutions in accordance with these End User Terms.

### **2. Conditions of use**

- (a) End Users must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- (b) End Users may use PAF® Data for Data Extraction but Extracted Data:
  - (i) may only be accessed by Users, and
  - (ii) must not be supplied or any access to it provided to any third party.
- (c) End Users may provide Cleansed data to third parties provided that:
  - (i) where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and
  - (ii) if such databases are Substantially All Databases:
    - (A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
    - (B) 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
    - (C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.
- (d) End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.
- (e) Except as set out in these End User Terms, End Users must not:
  - (i) transfer, assign, sell or license Solutions or their use to any other person,
  - (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
  - (iii) copy, reproduce, extract, reutilise or publish Solutions or any of them.

### **3. Subcontracting**

End Users may provide PAF® Data to their subcontractors who may use it to the extent necessary for:

- (a) the provision of information technology services to the End User, or
- (b) acting on behalf of the End User

in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of PAF® Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such sub-contractor.

### **4. Personal rights**

End User rights are personal, limited and non-transferable.

### **5. Royal Mail's IPR notice**

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

### **6. Cessation of use of PAF® Data**

End Users must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.

### **7. PAF® use by Users**

End Users must ensure that:

- (a) these End User Terms bind their Users,
- (b) only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and
  - (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.

## **16. USA – USPS SUBLICENCE AGREEMENTS**

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

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

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

- a. USPS products may only be sold in the US and are not available outside of the US.
- b. US NATIONAL DIRECTORY PRODUCTS MAY BE SOLD GLOBALLY.
- c. SPECIALIZED PRODUCTS SUCH AS LACSLINK, SUITELINK, NCOALINK, DPV, USPS DELIVERY SEQUENCE FILE – DSF2 AND RDI MAY ONLY BE SOLD TO US PERSONS OR ENTITIES FOR USE WITHIN THE US.  
THE NCOALINK INTERFACE CAN ONLY BE SOLD TO PERSONS WHO ARE AUTHORIZED BY THE USPS TO PURCHASE NCOALINK DATA.  
(NOTE: WE ONLY SELL THE NCOALINK INTERFACE AND CUSTOMERS MUST OBTAIN THE NCOALINK DATA DIRECTLY FROM THE USPS AND MUST BE CERTIFIED TO PURCHASE SUCH DATA BY THE USPS.)

#### **16.1 USPS SUITELINK:**

- 1. Licensee's right to use the CASS Certified Interface and the SuiteLink Product shall be strictly limited to use only within the United States of America;
- 2. Licensee's right to use the CASS Certified Interface and the SuiteLink Product shall be strictly limited to improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item that will be delivered by USPS.
- 3. Licensee have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface or the SuiteLink Product.
- 4. Licensee acknowledges that:
  - a. the CASS Certified Interface and the SuiteLink Product under license from USPS;
  - b. You are a sublicensee under SAP's license from USPS and obtain from Licensor no broader right than permitted under SAP's license agreement with USPS;
- 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.

#### **16.2 USPS NCOALINK**

- 1. Licensee has no rights as to the NCOALink Interface under this agreement beyond using it as a component of Licensor's Data Quality and Data Services products in conjunction with the NCOALink data product to update a list, system, group or other collection of *at least 100* unique names and addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").
- 2. Licensee has no right to develop or use any NCOALink product, service, interface, or any related item or technology to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from

or through the NCOALink data or technology for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to Licensee.

3. For the purposes of communicating with addressees on Licensee's Mailing Lists and for the purpose of record-keeping, however, Licensee is permitted to retain updated addresses so long as not used in violation of paragraph 2 above, for individuals and entities with whom Licensee has or had a business relationship, in connection with which Licensee will use the updated address; however, these updated addresses may only be used by Licensee and Licensee may use them only for carrying out your organizational purposes in connection with that individual or entity and may not transfer, disclose, license or distribute to, or be used by any other entity or individual whatsoever.
4. 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.
5. Licensee's right to use the NCOALink Interface is strictly limited to use only within the United States, its territories, and possessions.
6. As to the Interface, Licensee has the right only to update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
7. Licensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
8. Licensee acknowledges that:
  - a. USPS owns the NCOALink data, technology, and system in its entirety including that used in the development of the Interface;
  - b. USPS owns and retains rights in the trademark of NCOALink and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE®, US POSTAL SERVICE®, AND USPS®;
  - c. SAP is providing the Interface as a component of its products to Licensee solely for use with the NCOALink Product under a nonexclusive, limited distribution license from USPS; and
  - d. the rights Licensee obtains in this license are derived from SAP's agreement with USPS and you obtain from SAP no broader right than SAP obtains from USPS, except as to Licensee's specific right to use the NCOALink Interface to access the NCOALink data.
9. Licensee is strictly limited to using the Interface only as a component of SAP's Data Quality and Data Services products.
10. Licensee acknowledges and agrees that Licensee has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.

### **16.3 DPV SUBLICENSER AGREEMENT:**

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

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

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

13. This Sublicense shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.
14. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.
15. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.

#### **16.4 USPS LACSLINK SOFTWARE SUBLICENSE**

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

1. For purposes of this document, the following terms shall be defined as set forth below:
  - "USPS" means the United States Postal Service.
  - "Deliverables" means letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item delivered by USPS.
  - "Interface" means one or more SAP interfaces developed for use with the LACSLink Product. "LACSLink Product" means the confidential and proprietary database concerning the conversion of existing addresses to their new or update or replacement address or the like, provide by USPS in a highly and uniquely secured environment.
2. Sublicensee's right to use the Interface shall be strictly limited to use only within the geographic boundaries governed by the United States, its territories, and possessions, and only for updating addresses and mailing lists used to prepare Deliverables for deposit with USPS in conformance with USPS requirements. Sublicensee shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface. Sublicensee hereby acknowledges that:
  - USPS owns the LACSLink Product and USPS marks;
  - SAP provides the SAP product in part under license from USPS;
  - Sublicensee is a Licensee under SAP's license from USPS and obtains from SAP no broader right than granted to SAP in such license from USPS;
  - Sublicensee shall be strictly limited to using the Interface only as a component of the SAP product; and Sublicensee agrees that it does not have a right to sublicense, distribute, reproduce, perform, display, or sell the Interface or USPS's marks.
3. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF LACSLink, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP'S OR THE USPS' LIABILITY TO SUBLICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR LACSLink BASED ON THE EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.
4. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the LACSLink Product provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee's performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of LACSLink Product, including data derived from LACSLink Product, by Sublicensee, or any employee, agent, or representative of Sublicensee.
5. Sublicensee acknowledges that the USPS reserves the right to stop LACSLink Product processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's LACSLink Product processing, (i) Sublicensee shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping LACSLink Product directories to Sublicensee.
6. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right to examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.
7. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.
8. Sublicensee shall not export the LACSLink Product outside of the United States or its territories without prior written approval of the USPS.
9. This Sublicense shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.
10. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.
11. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.

#### **16.5 DSF2 Interface (USPS Delivery Sequence File - DSF2)**

1. Sublicensee has no rights as to the DSF2 Interface under this agreement beyond using it in conjunction with the DSF2 data product to update a list, system, group or other collection of addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").
2. Sublicensee's right to use the DSF2 Interface is strictly limited to use only within the United States, its territories, and possessions.
3. As to the Interface, Sublicensee has the right only to sequence and/or update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
4. Sublicensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
5. Sublicensee acknowledges
  - a. that USPS owns the DSF2 data, technology, and system in its entirety including that used in the development of the Interface;
  - b. that USPS owns and retains rights in the trademark of DSF2 and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE®, US POSTAL SERVICE®, AND USPS®;
  - c. that Licensee is providing the Interface to Sublicensee solely for use with the DSF2 Product under a nonexclusive, limited distribution license from USPS; and
  - d. that the rights Sublicensee obtains in this license are derived from Licensee's agreement with USPS and Sublicensee obtains from Licensee no broader right than Licensee obtains from USPS, except as to Sublicensee's specific right to use the DSF2 Interface to access the DSF2 data.
6. Sublicensee is strictly limited to using the Interface only with the DSF2 Product; and

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

## Exhibit 6 – SAP Business One Software

### PREAMBLE

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

- As part of SAP Business One software SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards. Such reports and dashboards are available without additional license fee (see SAP Crystal Versions for SAP Business One).
- SAP Business One software requires a database. Such data base can be licensed via SAP, it's authorized reseller or direct via the database vendor or it's authorised reseller.
- All individuals using SAP Business One, also through reporting tools, require an SAP Business One license.

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

- 1.1 SAP Business One integration for SAP NetWeaver is part of the SAP Business One license, except for the Starter Package User.
- 1.2 *SAP Business One Integration for SAP NetWeaver® Integration Packages*. SAP Business One integration for SAP NetWeaver Integration Packages are provided without additional charge; use is subject to separate use terms.

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

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

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

- 3.1 SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards as a part of SAP Business One.
- 3.2 Such SAP provided reports and dashboards are available to all SAP Business One Named Users without additional license fee.
- 3.3 A single SAP Business One system includes one (1) user for SAP Crystal Reports, without additional license fee.
- 3.4 SAP Crystal product versions for SAP Business One (i) are restricted for Use with the SAP Business One application data; (ii) are further subject to the terms and conditions applicable to SAP Crystal as stated in the SUR; and (iii) cannot be in deployed in a standalone environment.
- 3.5 *SAP Crystal Reports, version for the SAP Business One application*. SAP Crystal Reports version for the SAP Business One application provides a single user license that grants access rights to use SAP Crystal Reports, version for SAP Business One. Prerequisite: One Professional User or one Limited User or one Indirect access User required for each option licensed.

#### **4. SAP Business One Indirect Access, instance-based**

is an Instance authorized to access Business One SAP partners and customers' Add-Ons and Extensions only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP (except the login and password screen). The predefined standard integration scenarios delivered by SAP and the required instances can be used without additional license fee, even when they are modified to tailor to customer needs

5. **SAP Customer Checkout** is a Point Of Sales solution. No prerequisite

#### **6. SAP Business One Metrics.**

##### **SAP Business One Named Users**

**SAP Business One Professional User** is a Named User who performs operational related roles supported by the SAP Business One Software. The SAP Business One Professional User license is needed to administer a SAP Business One 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 does include 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.

**SAP Business One Limited User** is a Named User who has access rights to the SAP Business One functionality to support operational processing and information requirements in a specific role. Each Limited User can be requested as one of these roles: CRM, Financial or Logistic. The SAP Business One Limited User license does include the rights granted under an SAP Business One Mobile Application User and SAP Business One Indirect Access User license.

**SAP Business One Limited to SAP Business One Professional User** is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Limited User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Limited User for so long as Licensee continues to receive support under the license agreement. This allow the upgrade from: SAP B1 Limited CRM User to SAP B1 Professional User; SAP B1 Limited Financial User to SAP B1 Professional User; SAP B1 Limited Logistic User to SAP B1 Professional User; SAP B1 Limited to SAP B1 Professional User; SAP B1 CRM Sales User to SAP B1 Professional User; SAP B1 CRM Service User to SAP B1 Professional User.

**SAP Business One 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 does include the rights granted under an SAP Business One Indirect Access User license.

**SAP Business One Indirect Access, user-based** is a Named User authorized to access Business One SAP partners and customers' Add-Ons and Extensions only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP (except the login and password screen).

**SAP Business One Starter Package User** is a Named User who performs operational related roles supported by the SAP Business One Starter Package Software. The SAP Business One Starter Package User license does include the rights granted under 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.

**SAP Business One Starter Package to SAP Business One Professional User** is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Starter

Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Licensee continues to receive support under the license agreement.

**SAP Business One Starter Package to SAP Business One Limited User** is a Named User authorized to perform SAP Business One Limited User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Licensee continues to receive support under the license agreement.

## 7. Remaining SAP Business One Metrics

**Contract price** is the net value of the license contract. Contract price for partners refers to partner buy price depending on the support delivery model

**Devices** are any piece of equipment or hardware and include but are not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices. The application itself defines the type of devices that are used and therefore counted for the price list item (e.g., Sybase SQL Anywhere Database for Use with SAP POS for Retail devices are defined as those devices accessing data from SQL Anywhere Database or e. g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

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

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

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

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

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

## 8. Product Specific Terms for Business One Software.

### SAP Business One Engine for SAP HANA

SAP is licensing the SAP Business One, version for SAP HANA Engine as a runtime restricted license database for SAP Business One and certified SAP Business One Add-ons, including certified SAP Business Add-ons created by SAP partners or SAP Business One Add-ons created by Licensee. Licensee shall only use the SAP Business One, version for SAP HANA Engine in connection with SAP Business One Software and the aforementioned SAP Business One Add-ons and only for the purposes of its own internal data processing which includes access of third party user such as contractors, supply chain vendors or suppliers, customers, or third party individuals authorized by Licensee. Any access to the SAP Business One, version for SAP HANA Engine, including but not limited to data loading, modeling, reporting and distribution, must take place via SAP Business One or the aforementioned SAP Business One Add-ons.

The SAP Business One, version for SAP HANA Engine includes a runtime license of HANA Studio and access is solely to administer and manage the SAP Business One, version for SAP HANA Engine, or for system administration tasks and data modeling for reporting requirements. The SAP Business One, version for SAP HANA Engine cannot be deployed on the same 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).

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

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.

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

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

## 9. Localizations.

Licenses for SAP Business One software can be used on any of the localizations supported by SAP Business One software. However, for SAP Business One software licensed after 01.01.2010, the license key will be issued 'per localization'. By default the localization of the requested software country version will be released. Each licensed Named User can only access the localization for which the license key was issued. Employees that require access to two or more localizations will require two or more Named User licenses.

## 10. Intercompany Integration Solution for SAP Business One

The Intercompany Integration Solution for SAP Business One software may include certain third party open source and/or other components.

Partner needs to take into consideration the Additional License Principles for the Intercompany Integration Solution for SAP Business One set out in the SAP Pricing & Licensing Principles when licensing the Intercompany Integration Solution for SAP Business One to End Users. The Named User license requirements apply also to the Use of the Intercompany Integration Solution for SAP Business One. Partner shall inform End Users accordingly. Prerequisite: One Professional User or one Limited User required for each option licensed. When this option is selected, all Professional and Limited users in the license contract must be licensed.

## 11. Fail-over Systems

For any operating system environment in which Licensee runs systems of SAP Business One software, Licensee 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. Licensee may run the passive fail-over installation of SAP Business One software on a hardware server other than the licensed hardware server.

## 12. Test Systems

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

### **Exhibit 7 – Terms relating to Third Party Web Services**

Third Party Web Services are defined in Section 1.2.6 of the Preamble to these Use Terms and examples of Third Party Web Services include services such as: Facebook, Evernote, Gigya, Twitter, Google Maps and other such services (non-exhaustive list for the purpose of examples – please refer to the definition of Third Party Web Services for precise definition). The following terms apply to all Third Party Web Services:

- Licensee 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.
- Use of the Third Party Web Service's API is subject to Licensee'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 Licensee and the Third Party Web Service provider.
- The Third Party Web Service's API and the Third Party Web Service are excluded from all SAP representation, warranties, indemnifications and support obligations.
- Licensee 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 Licensee or its Affiliates.
- SAP may throttle, suspend or terminate the Licensee's access to the Third Party Web Service's API through the Product if Licensee 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 Cloud General Terms and Conditions (For GSA Indirect Sales)

### Article 1 Definitions

- 1.1 "Affiliate" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with that legal entity. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. Any such company shall be considered an Affiliate for only such time as such interest or control is maintained.
- 1.2 "Agreement" means these General Terms and Conditions and any Order Form referencing these General Terms and Conditions, and any other schedules, supplements, statements of work, exhibits or appendices thereto, whether attached or incorporated by reference.
- 1.3 "Cloud Materials" mean any materials produced by or with SAP pursuant to this Agreement, including in the course of providing any support or Consulting Services to Customer. Cloud Materials include materials created for or in cooperation with Customer, but do not include any Customer Data, Customer Confidential Information or the Service. For clarity, some services may be performed under a statement of work, which statement of work will be governed by the terms and conditions of this Agreement.
- 1.4 "Confidential Information" means, with respect to Customer, the Customer Data, marketing and business plans and/or Customer financial information, and with respect to SAP: (a) the Service, including, without limitation, all (i) computer software (both object and source codes) and related Service documentation or specifications; (ii) techniques, concepts, methods, processes and designs embodied in or relating to the Service; and (iii) all application program interfaces, system security and system architecture design relating to the Service; and (b) SAP research and development, product offerings, and availability. In addition to the foregoing, Confidential Information of either SAP or Customer (the party disclosing such information being the "Disclosing Party") may also include information which the Disclosing Party protects against unrestricted disclosure to others that (i) the Disclosing Party or its representatives designates as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure; including, without limitation, information about or concerning any third party that is disclosed to Receiving Party under this Agreement.
- 1.5 "Consulting Services" means implementation, configuration, training, and other similar services related to the Service.
- 1.6 "Customer" means the entity or individual that has consented to this Agreement by execution of an agreement with SAP Reseller that references these General Terms and Conditions or by any other legally binding method of acceptance of this Agreement.
- 1.7 "Customer Data" means any content, materials, data and information that Customer or its Named Users enter into the Service.
- 1.8 "Documentation" means SAP's then-current technical and functional documentation for the Service which is made available to Customer with the Service, including, but not limited to, configuration workbooks or release notes, as applicable.
- 1.9 "Named User" means Customer's and its Affiliates' employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Customer to use the Service.
- 1.10 "Order Form" means all written order forms or other ordering documentation (including, if Customer is ordering the Service online, a registration Webpage or Website) entered into by SAP and SAP Reseller containing the pricing, subscription term and other specific terms and conditions applicable to the Service.
- 1.11 "SAP" means the entity identified by the Order Form as providing the Service to Customer.
- 1.12 "SAP Reseller" means Carahsoft Technology Corporation.
- 1.13 "Service" means the hosted, on demand service described in the Order Form, including upgrades and updates thereto made generally available by SAP to its customers.
- 1.14 "System Availability" means the average percentage of total time during which the production version of the Service is available to Customer during a calendar month, excluding (i) any maintenance windows (including any maintenance windows defined in a supplement to this Agreement); (ii) delays due to conditions beyond the reasonable control of SAP; (iii) delays caused by systems outside of the Service, including, but not limited to, Customer's network, equipment and systems; (iv) micro outages (meaning an inaccessibility that lasts less than fifteen (15) minutes, provided that there are no more than three (3) micro outages within a calendar month); and (v) inaccessibility due to Customer's requests or where Customer approved the same in advance.

### Article 2 Usage Rights

- 2.1 SAP shall make the Service available to Customer in accordance with and during the term stated in the Order Form to permit Named Users to remotely access and use the Service solely for Customer's own internal business purposes as permitted by and subject to the terms of this Agreement (including usage metrics stated in the Order Form) and the Documentation.
- 2.2 Customer shall not sublicense, license, sell, lease, rent or otherwise make the Service available to third parties (other than Named Users who are using the Service in accordance with Customer's authorized use of the Service). Customer shall be responsible for the acts and omissions of its Named Users as if they were the acts and omissions of Customer. Named User access credentials issued to access or utilize the Service cannot be shared or used by more than one individual at a time, provided however, a Named User's access rights may be transferred from one individual to another if the original Named User is removed from the Service, no longer requires, or is no longer permitted access to or use of the Service.
- 2.3 SAP or its licensors own all right, title and interest in any and all copyrights, trademark rights, patent rights and other intellectual property or other rights in the Service, any Cloud Materials, and any improvements, design contributions or derivative works thereto. Except as otherwise agreed in writing, Customer is granted the nonexclusive right to use the Cloud Materials in connection with its use of the Service and subject to the terms of this Agreement. Except for the limited rights expressly granted herein, this Agreement does not transfer from SAP any proprietary right or interest in the Service or the Cloud Materials. All rights not expressly granted to Customer in this Agreement are reserved by SAP and its licensors.
- 2.4 When using the Service, Customer shall not, and shall ensure that its Named Users do not: (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Service; (b) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous invasive of another's privacy right or right of publicity, or racially or ethnically objectionable; (c) infringe the intellectual property rights of any entity or person; (d) interfere with or disrupt the SAP software or SAP systems used to host the Service, or other equipment or networks connected to the Service; (e) use the Service in the operation of a service bureau, outsourcing or time-sharing service; (f) circumvent or disclose the user authentication or security of the Service or any host, network, or account related thereto; (g) access the Service for the purpose of building a competitive product or service or copying its features or user interface; (h) permit access to the Service by a direct competitor of SAP; or (i) make any use of the Service that violates any applicable local, state, national, international or foreign law or regulation.
- 2.5 The Service may contain links to external Web sites (including embedded widgets or other means of access) and information provided on such external websites by SAP partners and third-party service providers. SAP shall not be responsible for the contents of any linked Web site.

- 2.6 SAP shall be entitled to monitor Customer's number of Named Users (or other applicable usage metric stated in the Order Form) regarding usage of the Service to ensure Customer's compliance with this Agreement and, subject to Article 11 of this Agreement, SAP may utilize the information concerning Customer's use of the Service to improve SAP products and services and to provide Customer with reports on its use of the Service.
- 2.7 SAP may change or modify the Service at any time. SAP shall not materially diminish the functionality of the Service during the term of the Order Form.
- 2.8 If Customer is granted access under this Agreement to a free (no fee) version of the Service, to the extent permitted by applicable law, Customer agrees that (i) SAP has no obligation to provide any particular service level or support services; and (ii) SAP may cease providing the Service at any time without notice. This Article 2.8 supersedes any conflicting term of this Agreement.
- 2.9 SAP may offer and Customer may choose to accept access to functionality that is not generally available and not validated and quality assured in accordance with SAP's standard processes ("**Beta Functionality**"). Beta Functionality is described as such in the Documentation. SAP may require Customer to accept additional terms to use Beta Functionality. Any production use of the Beta Functionality is at Customer's sole risk. SAP does not warrant the correctness and completeness of the Beta Functionality, and SAP shall not be liable for errors or damages caused by the usage of the Beta Functionality.
- 2.10 Customer agrees that its purchase of subscription(s) for the Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by SAP, including any roadmaps, with respect to future functionality or features.

### **Article 3 Support, Set up and Security**

- 3.1 A description of the support SAP will provide for the Service will be set forth in the applicable Order Form.
- 3.2 SAP will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Service.
- 3.3 SAP warrants at least ninety-nine percent (99%) System Availability over any calendar month. Should SAP fail to achieve ninety-nine percent (99%) System Availability over a calendar month, Customer shall have the right to receive from SAP Reseller a credit equal to two percent (2%) of its subscription fees for the Service for that month, for each one percent (1%) (or portion thereof) by which SAP fails to achieve such level, up to one hundred percent (100%) of the fees for such month based on the undiscounted SAP applicable list price for the Service. This is Customer's sole and exclusive remedy for any breach of this service level warranty. Where Customer is entitled to receive credits under this Article 3.3, SAP will issue such credits to SAP Reseller who will forward to Customer. Claims under this service level warranty must be made in good faith and by submitting a support case within ten (10) business days after the end of the relevant period.

### **Article 4 Customer Responsibilities and Obligations**

- 4.1 Subject to Article 11 below, Customer grants to SAP the nonexclusive right to use Customer Data for the sole purpose of and only to the extent necessary for SAP to provide the Service, unless otherwise set forth in a product supplement or Order Form.
- 4.2 Customer shall be responsible for entering its Customer Data into the Service and Customer shall be responsible for the content of the Customer Data supplied by it. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all applicable data privacy and protection laws, rules and regulations. Further, Customer is solely responsible for determining the suitability of the Service for Customer's business and complying with any regulations, laws, or conventions applicable to the Customer Data and Customer's use of the Service(s).
- 4.3 Customer shall maintain commercially reasonable security standards for its and its Named Users use of the Service.

### **Article 5 Reserved.**

### **Article 6 Reseller Relationship, Prices and Payment**

- 6.1 Customer shall pay to the SAP Reseller on behalf of SAP the fees for the Service provided hereunder, in the amount as set forth in the agreement between SAP Reseller and Customer, in accordance with the terms of the Order Form. Provision of the Services is contingent upon SAP's receipt of payment for the Service from the SAP Reseller. Customer acknowledges and agrees that the SAP Reseller through which Customer has arranged for the procurement of the Services not an agent of SAP.
- 6.2 The fees set forth in the Order Form will be fixed for the committed subscription term. Following the subscription term of an Order Form, the subscription shall automatically renew for one (1) year subscription terms (each, as applicable, a "Renewal Term") subject to funding and only for the agreed-upon subscription period. Fees for automatic Renewal Terms will be invoiced annually in advance approximately sixty (60) days prior to the start of each subscription year, unless otherwise set forth in the Order Form. Pricing is established based upon the GSA Schedule Price List in effect at the time the Renewal Term is entered into. Either party may give the other party written notice (email acceptable) of non-renewal at least thirty (30) days prior to the end of the relevant subscription term.
- 6.3 Customer may add additional Named Users or other applicable usage metrics during the term of the Order Form by executing an addendum or additional schedule with SAP Reseller, as applicable, which shall then become an integral part of the amended Order Form. The term of each addendum or schedule shall be coterminous with the then-current term of the Order Form irrespective of the effective date of such addendum and all fees shall be prorated accordingly. Upon renewal of the Order Form, the term for all Named Users or other fee-based metric added to the Order Form prior to renewal shall be the same as specified in the Order Form.
- 6.4 Customer is responsible for monitoring its use of the Service. Customer shall promptly report to SAP any actual use in excess of the number of Named Users (or other applicable usage metric authorized in the Order Form). SAP shall be entitled to monitor Customer's number of Authorized Users (or other applicable usage metric authorized in the Order Form) regarding usage of the Service to ensure Customer's compliance with the Agreement. SAP shall be permitted to forward such data to SAP Reseller. SAP shall invoice SAP Reseller and Customer shall have the opportunity to execute an agreement with SAP Reseller pay for any usage in excess of the usage metrics set forth in the applicable Order Form. Such fees shall accrue from the date the excess use began. For the avoidance of doubt, Customer shall not be entitled to claim any reduction of the fees payable under the Order Form or reduce the Named Users (or other applicable usage metric) during the term of an Order Form or renewal.
- 6.5 Except as expressly set forth in this Agreement, FAR 52.212-4(l), or the Order Form, all purchases of subscriptions hereunder are non-cancelable and all fees are non-refundable.
- 6.6 Reserved.
- 6.7 Reserved.
- 6.8 Reserved.

### **Article 7 Term, Termination and Termination Support**

- 7.1 The term of this Agreement begins on the Effective Date set forth in the applicable Order Form and shall continue in effect as described in the Order Form. Termination of individual Order Forms shall leave other Order Forms unaffected.

- 7.2 Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. The Agreement shall terminate immediately upon a final judgment obtained under the Contracts Disputes Act (41 USC chapter 71) terminating the Agreement for Customer's material breach of any provision of the Agreement
- 7.3 SAP may, in its reasonable determination, deactivate Customer's user name(s) and password(s) and/or temporarily suspend access to the Service or a portion thereof, if and to the extent SAP can substantiate that the continued use of the Service may result in harm to the Service (including the security of the systems used to provide the Service) or other SAP customers, or the rights of third parties, upon prior written notice to Customer as the circumstances permit.
- 7.4 Upon the effective date of termination, Customer's access to the Service will be terminated. Customer shall have the ability to access its Customer Data at any time during the subscription term set forth in the applicable Order Form, unless earlier terminated pursuant to this Article 7. Customer may export and retrieve its Customer Data during a subscription term, which will be subject to technical limitations caused by factors such as (i) the availability of self-service extraction tools compatible with the Service, (ii) the size of Customer's instance of the Service; and (iii) the frequency and/or timing of the export and retrieval.
- 7.5 Articles 6 (other than 6.2), 9, 10, 11, and 12 shall survive the expiration or termination of this Agreement.

#### **Article 8 Warranties by SAP**

- 8.1 SAP warrants that the Service will substantially conform to the specifications stated in the Documentation. The foregoing warranty shall not apply to the extent: (i) the Service is not being used in accordance with this Agreement and/or any Documentation; or (ii) any non-conformity is caused by third party products, content or service being accessed through the Service that are identified as third party products, content or service; or (iii) the Service being used was provided for no fee or is a trial license of the Service. Subject to Article 8.3, Customer's sole and exclusive remedy, and SAP's entire liability for breach of the limited warranty in this Article 8.1, shall be correction of the warranted non-conformity or, if SAP fails to correct the warranted non-conformity after using reasonable commercial efforts, SAP may terminate access to the non-conforming Service and refund the subscription fees paid by Customer for such Service (as identified in the applicable Order Form) for the remainder of the subscription term (starting on the date Customer reported the non-conformity).
- 8.2 SAP warrants that (i) it will perform any Consulting Services in a workmanlike and professional manner consistent with generally accepted industry practices, and (ii) the Consulting Services and Cloud Materials will conform in all material respects with the descriptions set forth in the applicable Order Form, statement of work or deployment descriptions, as applicable. Subject to Article 8.3, Customer's sole and exclusive remedy, and SAP's entire liability for breach of the limited warranty in this Article 8.2, shall be the re-performance of such deficient Consulting Services; and if SAP fails to re-perform such Consulting Services as warranted, Customer shall be entitled to recover the fees paid to SAP for such deficient Consulting Services.
- 8.3 Customer shall provide SAP with prompt written notice of any non-conformity described in this Article 8 as follows: (i) for any non-conformity of the Service, within ninety (90) days of Customer's discovery of such non-conformity, and (ii) for any non-conformity of any Consulting Service, within ninety (90) days of completion of the applicable Consulting Service.
- 8.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER SAP NOR ITS VENDORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF OR INTEGRATION WITH THE SERVICE, OR ANY CONSULTING SERVICES, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR THAT THE OPERATION OF ANY SUCH SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIAL WILL BE SECURE, UNINTERRUPTED OR ERROR FREE.

#### **Article 9 Third Party Claims**

- 9.1 SAP shall defend (at its sole expense) Customer and its Affiliates against claims brought against Customer by any third party alleging that Customer's use of the Service, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of a patent claim(s), copyright, or trade secret rights. SAP will pay damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to such claims, and will pay reasonable attorney's fees in connection with such defense. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from use of the Service in conjunction with any other software or service or to free (no fee) or trial licenses of the Service. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 9.2 In the event a claim under Article 9.1 is made or in SAP's reasonable opinion is likely to be made, SAP may, at its sole option and expense: (i) procure for Customer the right to continue using the Service under the terms of this Agreement; or (ii) replace or modify the Service to be non-infringing without material decrease in functionality. If SAP provides written notice to Customer that the foregoing options are not reasonably available, SAP or Customer may terminate this Agreement and SAP shall refund to Customer all prepaid fees for the remainder of its term after the date of termination.
- 9.3 Customer shall be responsible for (i) any use of the Service in violation of any applicable law or regulation; or (ii) an allegation that the Customer Data or Customer's use of the Service in violation of this Agreement violates, infringes or misappropriates the rights of a third party. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Named Users or by the conduct of a third party using Customer's access credentials.
- 9.4 The obligations under this Article 9 are conditioned on (a) the GSA Customer timely notifying SAP in writing of any such claim, provided however that a party's failure to provide or delay in providing such notice shall not relieve a party of its obligations under this Article 9 except to the extent such failure or delay prejudices the defense (b) the party who is obligated hereunder to defend a claim having the right to control the defense of such claim to the extent permitted by 28 U.S.C. §516; and (c) the party against whom a third party claim is brought reasonably cooperating in the defense of such claim. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the party against whom the claim is brought, provided however that SAP may settle any claim on a basis requiring SAP to substitute for the Service any alternative substantially equivalent non-infringing services. SAP will have the opportunity to intervene in the in any suit or claim filed against the GSA customer, at its own expense, through counsel of its own choosing. Neither party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to the other party's rights. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 9.5 THE PROVISIONS OF THIS ARTICLE 9 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE PARTIES, THEIR AFFILIATES AND THEIR LICENSORS TO THE OTHER PARTY, AND IS THE OTHER PARTY'S SOLE REMEDY, WITH RESPECT TO THIRD PARTY CLAIMS COVERED HEREUNDER AND TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

#### **Article 10 Limitation of Liability**

- 10.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER ARTICLE 9, DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, AND SAP'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES OR SAP'S LICENSORS) BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY UNDER THIS AGREEMENT (I) FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES FOR THE APPLICABLE SERVICE PAID TO SAP RESELLER BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO LIABILITY; AND (II) FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE OR FOR EXEMPLARY OR PUNITIVE DAMAGES. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM SAP'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE LIMITED BY LAW.
- 10.2 The provisions of this Agreement allocate the risks between SAP and Customer. The Service fees reflect this allocation of risk and limitations of liability herein. The aforementioned liability limitations shall include any claims against employees of, subcontractors of, or any other persons authorized by, either party.

#### **Article 11 Confidentiality**

- 11.1 Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder. If the receiving party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. § 552, which requires that information that does not fall under certain exceptions must be released when requested and, therefore, some information may be released despite being characterized as "confidential" by the vendor.
- 11.2 The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the Disclosing Party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the Disclosing Party agrees in writing is free of such restrictions.
- 11.3 Reserved.
- 11.4 Customer may provide, or SAP may solicit, input regarding the Service, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Service or any other SAP site, service or product, or input as to whether Customer believes SAP's development direction is consistent with Customer's business and IT needs, the technology marketplace in general, and the like (collectively "Feedback"). Customer acknowledges and agrees that any information disclosed by SAP during discussions related to Feedback shall be considered SAP Confidential Information and shall be protected from disclosure in accordance with the terms of this Agreement. In order for SAP to utilize such Feedback, Customer hereby grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under Customer's relevant intellectual property rights, to use, publish, and disclose such Feedback in any manner SAP chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SAP's and its sublicensee's products or services embodying Feedback in any manner and via any media SAP chooses, without reference to the source. SAP shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to Customer and/or Customer's representatives. Customer acknowledges that the information related to the Service disclosed by SAP under this Agreement is only intended as possible strategies, developments, and functionalities of the Service and is not intended to be binding upon SAP to any particular course of business, product strategy, and/or development.

#### **Article 12 Miscellaneous**

- 12.1 It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 12.2 If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 12.3 The Order Form may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Order Form. Signatures sent by electronic means (facsimile or scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures.
- 12.4 The Service, Documentation and other SAP materials are subject to the export control laws of various countries, including without limitation the laws of the United States and Germany. Customer agrees that it will not submit the Service, Documentation or other SAP materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Service, Documentation and SAP materials to countries, persons or entities prohibited by such laws. Customer shall also be responsible for complying with all applicable governmental regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Service, Documentation or other SAP materials by Customer and its Named Users.
- 12.5 This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under United States Federal law. Venue and statute of limitations are established by applicable Federal law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Either party must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when such party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).
- 12.6 All notices pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered (certified or registered mail or by an overnight courier services with delivery receipt) to the respective executive offices of SAP or Customer at the address first set forth in any Order Form directed to the General Counsel, or in the case of notices by SAP relating to the operation of the Service, such notices, may, at SAP's option, be in the form of an electronic notice delivered by SAP to the authorized administrator identified by Customer in the applicable Order Form or as otherwise agreed by the parties. Where in this Article 12.6 or elsewhere in this Agreement, a written form is required, except for notification of any notice of termination or notice of a material breach, that requirement can be met by facsimile transmission, exchange of letters or other written form, including email.

- 12.7 Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
- 12.8 This Agreement, constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter hereof, and all previous representations, discussions, and writings (including any confidentiality agreements) are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement, however, shall not take precedence over any specific, negotiated terms contained in a GSA Customer Order Form. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order furnished by one party to the other, and any additional terms and conditions in any such purchase order shall have no force and effect, notwithstanding the non-furnishing party's acceptance or execution of such purchase order.
- 12.9 Customer may not, without SAP's prior written consent, assign, delegate, pledge or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or any SAP materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. Assignment by SAP is subject to FAR 52.232-23 "Assignment of Claims" (May 2014) and FAR subpart 42.12 "Novation and Change-of-Name Agreements." SAP may in its sole discretion sub-contract parts of the Service to third-parties.
- 12.10 The following order of precedence shall be applied in the event of conflict or inconsistency between the components of the Agreement between the parties (i) the Order Form; (ii) the schedules, product supplements, exhibits and appendices included with or referenced by the Order Form; (iii) and these General Terms and Conditions.
- 12.11 The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement.

## PERSONAL DATA PROCESSING AGREEMENT FOR SAP CLOUD SERVICES

### 1. BACKGROUND

#### 1.1 Purpose.

This document is a data processing agreement (“DPA”) between SAP and Customer and applies to Personal Data provided by Customer and each Data Controller in connection with their use of the Cloud Service. It states the technical and organizational measures SAP uses to protect Personal Data that is stored in the production system of the Cloud Service.

#### 1.2 Application of the Standard Contractual Clauses Document.

If processing of Personal Data involves an International Transfer, the Standard Contractual Clauses apply as stated in Section 5 and are incorporated by reference.

#### 1.3 Governance.

Except as provided in Section 5.2, Customer is solely responsible for administration of all requests from other Data Controllers. Customer will bind any other Data Controller it permits to use the Cloud Service to the terms of this DPA.

### 2. APPENDICES

Customer and its Data Controllers determine the purposes of collecting and processing Personal Data in the Cloud Service. Appendix 1 states the details of the processing SAP will provide via the Cloud Service. Appendix 2 states the technical and organizational measures SAP applies to the Cloud Service, unless the Agreement states otherwise.

### 3. SAP OBLIGATIONS

#### 3.1 Instructions from Customer.

SAP will follow instructions received from Customer (on its own behalf or on behalf of its Data Controllers) with respect to Personal Data, unless they are (i) legally prohibited or (ii) require material changes to the Cloud Service. SAP may correct or remove any Personal Data in accordance with the Customer’s instruction. If SAP cannot comply with an instruction, it will promptly notify Customer (email permitted).

#### 3.2 Data Secrecy.

To process Personal Data, SAP and its Subprocessors will only use personnel who are bound to observe data and telecommunications secrecy under the Data Protection Law. SAP and its Subprocessors will regularly train individuals having access to Personal Data in data security and data privacy measures.

#### 3.3 Technical and Organizational Measures.

- (a) SAP will use the appropriate technical and organizational measures stated in [Appendix 2](#).
- (b) Appendix 2 applies to the production system of the Cloud Service. Customer should not store any Personal Data in non-production environments.
- (c) SAP provides the Cloud Service to SAP’s entire customer base hosted out of the same data center and receiving the same Cloud Service. Customer agrees SAP may improve the measures taken in Appendix 2 in protecting Personal Data so long as it does not diminish the level of data protection.

#### 3.4 Security Breach Notification.

SAP will promptly inform Customer if it becomes aware of any Security Breach.

#### 3.5 Cooperation.

At Customer’s request, SAP will reasonably support Customer or any Data Controller in dealing with requests from Data Subjects or regulatory authorities regarding SAP’s processing of Personal Data.

## **4. SUBPROCESSORS**

### **4.1 Permitted Use.**

(a) Customer and Data Controllers authorize SAP to subcontract the processing of Personal Data to Subprocessors. SAP is responsible for any breaches of the Agreement caused by its Subprocessors.

(b) Subprocessors will have the same obligations as SAP does as a Data Processor (or Subprocessor) with regard to their processing of Personal Data.

(c) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection. Subprocessors may have security certifications that evidence their use of appropriate security measures. If not, SAP will regularly evaluate each Subprocessor's security practices as they relate to data handling.

(d) If Customer requests, SAP will inform Customer of the name, address and role of each Subprocessor it uses to provide the Cloud Service.

### **4.2 New Subprocessors.**

SAP's use of Subprocessors is at its discretion, provided that:

(a) SAP will notify Customer in advance (by email or by posting on the Support Portal) of any changes to the list of Subprocessors in place on the Effective Date (except for Emergency Replacements or deletions of Subprocessors without replacement).

(b) If Customer has a legitimate reason that relates to the Subprocessors' processing of Personal Data, Customer may object to SAP's use of a Subprocessor, by notifying SAP in writing within thirty days after receipt of SAP's notice. If Customer objects to the use of the Subprocessor, the parties will come together in good faith to discuss a resolution. SAP may choose to: (i) not use the Subprocessor or (ii) take the corrective steps requested by Customer in its objection and use the Subprocessor. If none of these options are reasonably possible and Customer continues to object for a legitimate reason, either party may terminate the Agreement on thirty days' written notice. If Customer does not object within thirty days of receipt of the notice, Customer is deemed to have accepted the new Subprocessor.

(c) If Customer's objection remains unresolved sixty days after it was raised, and SAP has not received any notice of termination, Customer is deemed to accept the Subprocessor.

### **4.3 Emergency Replacement.**

SAP may change a Subprocessor where the reason for the change is outside of SAP's reasonable control. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible. Customer retains its right to object to a replacement Subprocessor under Section 4.2(b).

## **5. INTERNATIONAL TRANSFERS**

### **5.1 Limitations on International Transfer.**

Personal Data from an EEA or Swiss Data Controller(s) may only be exported or accessed by SAP or its Subprocessors outside the EEA or Switzerland ("**International Transfer**"):

(a) If the recipient, or the country or territory in which it processes or accesses Personal Data, ensures an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Personal Data as determined by the European Commission; or

(b) in accordance with Section 5.2.

### **5.2 Standard Contractual Clauses and Multi-tier Framework.**

(a) The Standard Contractual Clauses apply where there is an International Transfer to a country that does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Personal Data as determined by the European Commission.

(b) For Third Country Subprocessors, SAP has entered into the unchanged version of the Standard Contractual Clauses prior to the Subprocessor's processing of Personal Data. Customer hereby (itself as well as on behalf of each Data Controller) accedes to the Standard Contractual Clauses between SAP and the Third Country Subprocessor. SAP will enforce the Standard

Contractual Clauses against the Subprocessor on behalf of the Data Controller if a direct enforcement right is not available under Data Protection Law.

(c) Nothing in this DPA will be construed to prevail over any conflicting clause of the Standard Contractual Clauses.

## **6. CERTIFICATIONS AND AUDITS**

### **6.1 Customer Audits.**

Customer or its independent third party auditor may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

(a) SAP has not provided sufficient evidence of its compliance with the technical and organizational measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 and/or ISAE3000 attestation report. Upon Customer's request -SOC Audit reports or ISO certifications are available through the third party auditor or SAP;

(b) A Security Breach has occurred;

(c) Customer or another Data Controller has reasonable grounds to suspect that SAP is not in compliance with its obligations under this DPA;

(d) An audit is formally requested by Customer's or another Data Controller's data protection authority; or

(e) Mandatory Data Protection Law provides Customer with a direct audit right.

Where Customer audits SAP's environment, SAP will reasonably support Customer in its audit processes.

### **6.2 Audit Restrictions.**

The Customer audit will be limited to once in any twelve month period, and limited in time to a maximum of 3 business days and scope as reasonably agreed in advance between the parties. Reasonable advance notice of at least sixty days is required, unless Data Protection Law requires earlier audit. SAP and Customer will use current certifications or other audit reports to minimize repetitive audits. Customer and SAP will each bear their own expenses of audit, unless the Customer is auditing under Section 6.1 (c) (unless such audit reveals a breach by SAP in which case SAP shall bear its own expenses of audit), 6.1 (d) or 6.1 (e). In those cases, Customer will bear its own expense and the cost of SAP's internal resources required to conduct the audit. If an audit determines that SAP has breached its obligations under the Agreement, SAP will promptly remedy the breach at its own cost.

## **7. EU ACCESS**

### **7.1 Optional Service.**

If included in the Order Form, SAP agrees to provide EU Access for the eligible Cloud Service as stated in this Section 7.

### **7.2 EU Access.**

SAP will use only European Subprocessors to provide support requiring access to Personal Data in the Cloud Service.

### **7.3 Data Center Location.**

Upon the Order Form Effective Date, the Data Centers used to host Personal Data in the Cloud Service are located in the EEA or Switzerland. SAP will not migrate the Customer instance to a Data Center outside the EEA or Switzerland without Customer's prior written consent (email permitted). If SAP plans to migrate the Customer instance to a data center within the EEA or to Switzerland, SAP will notify Customer in writing (email permitted) no later than thirty days before the planned migration.

### **7.4 Exclusions.**

The following Personal Data is not subject to the requirements in 7.2-7.3:

(a) Contact details of the sender of a support ticket;

(b) Any other Personal Data submitted by Customer when filing a support ticket. Customer may choose not to transmit Personal Data when filing a support ticket. If this data is necessary

for the incident management process, Customer may choose to anonymize that Personal Data before any transmission of the incident message to SAP;  
(c) Personal Data in non-production systems.

## 8. DEFINITIONS

Capitalized terms not defined herein will have the meanings given to them in the Agreement. **“Data Center”** means the location where the production instance of the Cloud Service is hosted for the Customer in its region, as published at: <http://www.sap.com/corporate-en/about/our-company/policies/data-privacy-and-security/location-of-data-center.html> or notified to Customer or otherwise agreed in an Order Form.

**8.2 “Data Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

**8.3 “Data Processor”** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

**8.4 “Data Protection Law”** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.

**8.5 “Data Subject”** means an identified or identifiable natural person.

**8.6 “EEA”** means the European Economic Area, namely the European Union Member States along with Iceland, Lichtenstein and Norway.

**8.7 “European Subprocessor”** means a Subprocessor that is physically processing Personal Data in the EEA or Switzerland.

**8.8 “Personal Data”** means any information relating to a Data Subject For the purposes of this DPA, it includes only personal data entered by Customer or its Authorized Users into or derived from their use of the Cloud Service. It also includes personal data supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data.

**8.9 “Security Breach”** means a confirmed (1) accidental or unlawful destruction, loss, alteration, or disclosure of Customer Personal Data or Confidential Data, or (2) similar incident involving Personal Data for which a Data Processor is required under applicable law to provide notice to the Data Controller.

**8.10 “Standard Contractual Clauses”** or sometimes also referred to the “EU Model Clauses” means the (Standard Contractual Clauses (processors)) or any subsequent version thereof released by the Commission (which will automatically apply). The current Standard Contractual Clauses are located at [http://ec.europa.eu/justice/data-protection/international-transfers/files/clauses\\_for\\_personal\\_data\\_transfer\\_processors\\_c2010-593.doc](http://ec.europa.eu/justice/data-protection/international-transfers/files/clauses_for_personal_data_transfer_processors_c2010-593.doc). They include Appendices 1 and 2 attached to this DPA.

**8.11 “Subprocessor”** means SAP Affiliates and third parties engaged by SAP or SAP’s Affiliates to process personal data.

**8.12 “Third Country Subprocessor”** means any Subprocessor incorporated outside the EEA and outside any country for which the European Commission has published an adequacy decision as published at [http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index\\_en.htm](http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm).

## **Appendix 1 to Data processing agreement and Standard Contractual Clauses**

### **Data Exporter**

The Data Exporter subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data.

### **Data Importer**

SAP and its Subprocessors provide the Cloud Service that includes the following support:

SAP Affiliates support the Cloud Service data centers remotely from SAP facilities in St. Leon/Rot (Germany), India and other locations where SAP employs personnel in the Operations/Cloud Delivery function. Support includes:

- Monitoring the Cloud Service
- Backup & restoration of Customer Data stored in the Cloud Service
- Release and development of fixes and upgrades to the Cloud Service
- Monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database
- Security monitoring, network-based intrusion detection support, penetration testing

SAP Affiliates provide support when a Customer submits a support ticket because the Cloud Service is not available or not working as expected for some or all Authorized Users. SAP answers phones and performs basic troubleshooting, and handles support tickets in a tracking system that is separate from the production instance of the Cloud Service.

### **Data Subjects**

Unless provided otherwise by the Data Exporter, transferred Personal Data relates to the following categories of data subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service.

### **Data Categories**

The transferred Personal Data transferred concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, time zone, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

### **Special Data Categories (if appropriate)**

The transferred Personal Data concerns the following special categories of data: As set out in the Order Form, if any.

### **Processing Operations**

The transferred Personal Data is subject to the following basic processing activities:

- use of Personal Data to set up, operate, monitor and provide the Cloud Service (including Operational and Technical Support)
- provision of Consulting Services;
- communication to Authorized Users
- storage of Personal Data in dedicated Data Centers (multi-tenant architecture)
- upload any fixes or upgrades to the Cloud Service
- back up of Personal Data
- computer processing of Personal Data, including data transmission, data retrieval, data access
- network access to allow Personal Data transfer
- execution of instructions of Customer in accordance with this Agreement

## Appendix 2 – Technical and Organizational Measures

### 1. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define the SAP's current security measures. SAP may change these at any time without notice so long as it maintains a comparable or better level of security. This may mean that individual measures are replaced by new measures that serve the same purpose without diminishing the security level.

#### 1.1 Physical Access Control.

Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located.

##### Measures:

- SAP protects its assets and facilities using the appropriate means based on a security classification conducted by an internal security department.
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to SAP buildings must register their names at reception and must be accompanied by authorized SAP personnel.
- SAP employees and external personnel must wear their ID cards at all SAP locations.

##### Additional measures for Data Centers:

- All Data Centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and Data Center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the Data Center facilities. To ensure proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- SAP and all third party Data Center providers log the names and times of persons entering SAP's private areas within the Data Centers.

#### 1.2 System Access Control.

Data processing systems used to provide the SAP Services must be prevented from being used without authorization.

##### Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Processes are in place to ensure that authorized users have the appropriate authorization to add, delete, or modify users.
- All users access SAP's systems with a unique identifier (user ID).
- SAP has procedures in place to ensure that requested authorization changes are implemented only in accordance with the guidelines (for example, no rights are granted without authorization). If a user leaves the company, his or her access rights are revoked.
- SAP has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.
- The company network is protected from the public network by firewalls.
- SAP uses up-to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.

- Security patch management is implemented to ensure regular and periodic deployment of relevant security updates.
- Full remote access to SAP's corporate network and critical infrastructure is protected by strong authentication.

### **1.3 Data Access Control .**

Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

#### Measures:

- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.
- Access to personal, confidential or sensitive information is granted on a need-to-know basis. In other words, employees or external third parties have access to the information that they require in order to complete their work. SAP uses authorization concepts that document how authorizations are assigned and which authorizations are assigned to whom. All personal, confidential, or otherwise sensitive data is protected in accordance with the SAP security policies and standards. Confidential information must be processed confidentially.
- All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing personal, confidential or other sensitive information are regularly checked. To this end, SAP conducts internal and external security checks and penetration tests on its IT systems.
- SAP does not allow the installation of personal software or other software that has not been approved by SAP.
- An SAP security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

### **1.4 Data Transmission Control.**

Except as necessary for the provision of the Services in accordance with the relevant service agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at SAP to ensure the agreed-upon service levels (for example, encryption and lead-lined containers).

- Personal Data transfer over SAP internal networks are protected in the same manner as any other confidential data according to SAP Security Policy.
- When data is transferred between SAP and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant Agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of SAP-controlled systems (e.g. data being transmitted outside the firewall of the SAP Data Center).

### **1.5 Data Input Control.**

It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from SAP data processing systems.

#### Measures:

- SAP only allows authorized persons to access Personal Data as required in the course of their work.
- SAP has implemented a logging system for input, modification and deletion, or blocking of Personal Data by SAP or its subprocessors within SAP's Products and Services to the fullest extent possible.

### **1.6 Job Control.**

Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the relevant agreement and related instructions of the customer.

#### Measures:

- SAP uses controls and processes to ensure compliance with contracts between SAP and its customers, subprocessors or other service providers.
- As part of the SAP Security Policy, Personal Data requires at least the same protection level as “confidential” information according to the SAP Information Classification standard.
- All SAP employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of SAP customers and partners.
- For on premise support services, SAP provides a specially designated, secure support ticket facility in which SAP provides a special access-controlled and monitored security area for transferring access data and passwords. SAP customers have control over their remote support connections at all times. SAP employees cannot access a customer system without the knowledge or full active participation of the customer.

### **1.7 Availability Control.**

Personal Data will be protected against accidental or unauthorized destruction or loss.

#### Measures:

- SAP employs backup processes and other measures that ensure rapid restoration of business critical systems as and when necessary.
- SAP uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to ensure power availability to the Data Centers.
- SAP has defined contingency plans as well as business and disaster recovery strategies for the provided Services.
- Emergency processes and systems are regularly tested.

### **1.8 Data Separation Control.**

Personal Data collected for different purposes can be processed separately.

#### Measures:

- SAP uses the technical capabilities of the deployed software (for example: multi-tenancy, or separate system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customers (including their Affiliates) have access only to their own data.
- If Personal Data is required to handle a support incident from a specific customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

### **1.9 Data Integrity Control .**

Personal Data will remain intact, complete and current during processing activities.

#### Measures:

SAP has implemented a multi-layered defense strategy as a protection against unauthorized modifications.

In particular, SAP uses the following to implement the control and measure sections described above.

In particular:

- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;
- External and internal penetration testing;
- Regular external audits to prove security measures.