Product Use Rights Schedule

The terms set forth in this Product Use Rights Schedule ("Schedule") apply to any Software or Third Party Software licensed pursuant to a purchase order, order form, SAP quotation, or the purchase order, order form or quotation from an SAP reseller, distributor, OEM or other authorized partner, or other ordering document referencing this Schedule (collectively "Order Form"). In each instance where provisions of this Schedule contradict or are inconsistent with the provisions of the Software License Agreement (the "Agreement"), the provisions of this Schedule shall govern and prevail.

1.   STANDALONE USE.   All SAP BusinessObjects Software, Third Party Software, and SAP Named Users licensed pursuant to an Order Form are licensed for Standalone Use. "Standalone Use" means the Software, Third Party Software and SAP Named Users licensed pursuant to an Order Form may not be Used with or otherwise access, directly or indirectly, in any manner whatsoever, any other Software, Third Party Software, or SAP Named Users licensed from SAP, or an authorized SAP distributor or reseller, unless such other Software, Third Party Software and SAP Named Users are also restricted to Standalone Use via a restriction substantially similar to that set forth herein. For avoidance of doubt, all software, third party software and named users licensed by a Business Objects entity prior to its legal integration with a successive SAP entity are deemed to have been licensed for Standalone Use.

2.   SAP NAMED USERS. Some Software and Third Party Software (as defined in Section 6) require an SAP Named User license in addition to the license for the specific Software and/or Third Party Software product.   Any such Software or Third Party Software that is both 1) licensed pursuant to an Order Form or such other order document for the Named Users and Software licensed under the Agreement, including order documents placed directly with SAP or through an authorized reseller, distributor, OEM or other authorized partner (collectively, "Order Form") and 2) referenced in Attachment 1 to this Schedule may only be Used by individuals licensed as an SAP Application Business Analyst User or SAP Application Business Information Viewer User (both of which are SAP Named User types), and such Use shall be in accordance with each individual's SAP Named User type and subject to the applicable licensed level(s) for such Software or Third Party Software.

3.   Application Named Users for SAP BusinessObjects

3.1   The SAP Application Business Expert User is a Named User authorized to perform all roles supported by SAP BusinessObjects software portfolio ("SBOP") (excluding modifying SBOP) and also includes the rights granted under the SAP Application Professional User.

3.2   SAP Application Business Analyst User is a Named User authorized to perform all roles supported by SBOP (excluding modifying SBOP) licensed for Standalone Use* and also includes the rights granted the SAP Application Business Information Viewer User.

3.3   SAP Application Business Analyst Upgrade User is a Named User authorized to perform all roles supported by SBOP (excluding modifying SBOP) licensed for Standalone Use provided such Named User is also an individual licensed from SAP as an SAP Application Business Information Viewer User (for Standalone Use) 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 Application Business Information Viewer User for so long as Licensee continues to receive support under the license agreement.

3.4   SAP Application Business Information User is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, and reports created through Use of the licensed Software by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals.

3.5   SAP Application BI Viewer User is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with, and reports created by a licensed SAP Application Business Analyst User through Use of, SBOP licensed for Standalone Use.

4.   LICENSE METRICS

4.1   LICENSE METRICS FOR BUSINESS INTELLIGENCE (BI), ENTERPRISE AND INFORMATION MANAGEMENT (EIM) SOLUTIONS AND ADDRESS DIRECTORIES.

4.1.1   **Access Device.** Access Device means an individual work station, terminal, hand-held devise or any other device authorized by Licensee to access the applicable address directory.

4.1.2   Named User License (NUL).   Users are also known as Named User License (NUL). Each individual end user must be specifically identified as the sole holder of a NUL. The sharing of the NUL by more than one individual is expressly prohibited. In addition, NUL(s) may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the Software.

It doesn't matter how many individuals are working concurrently with the software. There is no limit on number of processors or servers used.

This metric does not replace the overall SAP Named User principle (see Sections 2 and 3 above).

4.1.3   **Concurrent Access License** or **CALs** (**Important note**: this pricing metric is only available through BusinessObjects Value Added Resellers) refers to the aggregate number of end users accessing the licensed software at any one time. The number users accessing the licensing Software may

not exceed the number of CALs the customer has obtained. CAL(s) are assigned to a particular Deployment, and may not be shared among different Deployments. When using Concurrent Access licenses, customer may not utilize a program or system to cache or queue report requests.

4.1.4   **CPU License**. When the Software or Third Party Software is licensed on a CPU basis, any server or computer on which the Software or Third Party Software is installed may not exceed the aggregate number of central processing units ("CPU") licensed.   A multi-core chip CPU with N processor cores shall be counted as follows: the first processor core in each processor shall be counted as 1 CPU, and each incremental processor core in such processor shall be counted as 0.5 CPU, and then the total CPU count will be rounded to the next whole number (the "CPU Calculation"). See Example 1 below for an illustration of the application of this licensing requirement.

Software based on a CPU license metric basis licensed by Licensee on or after July 1, 2009 (the "Qualified Software") will contain Virtualization Rights (defined below). Virtualization Rights are not applied to Software licensed prior to July 1, 2009 or upgrades and updates thereto subsequently made available to Licensee pursuant to Support Services. Licensee may not combine licenses having express Virtualization Rights with licenses not having express Virtualization Right in a single Deployment.

In the event that Licensee employs industry standard tools and methodologies enabling Licensee to logically partition or pool its processing power, Licensee may install the Qualified Software on servers or computers consisting of a number of physical CPUs greater than the number of CPUs licensed hereunder provided that Licensee shall configure such servers or computers in a manner such that the total number of CPUs (or total number of virtual processor cores if virtualization software is implemented), or any portion thereof, made available to run the Qualified Software, or any portion thereof, does not exceed the number of CPUs licensed ("Virtualization Rights"). For the purposes hereof, a CPU (or virtual processor core) shall be deemed available to run the Qualified Software if such CPU (or virtual processor core) or any portion thereof is available to run the Qualified Software at any time for any purpose, including but not limited to permanent, temporary, scheduled, and on-demand availability. Under the Virtualization Rights, where virtualization software is implemented, only virtual processor cores made available to run the Qualified Software will be counted in accordance with the CPU Calculation. See Example 2 below for an illustration of the application of this licensing requirement.

Notwithstanding the foregoing, for Third Party Software licensed on a CPU basis, each processor core shall count as 1 CPU, and every CPU (whether Used productively or non-productively) shall count against the CPU license level for such Third Party Software. Virtualization Rights do not apply to Third Party Software.

EXAMPLE 1: One quad core processor will count as 2.5 CPUs (or 1 CPU for the first core, plus 0.5 multiplied by 3 for the subsequent 3 cores) rounding up to 3 CPUs. Therefore, Licensee will be required to license 3 CPUs if the Software is installed on a quad core server. Another example may involve a server with three quad core processors. As illustrated above, each quad core processor will represent 2.5 CPUs. Three quad core processors will total 7.5 CPUs (or 2.5 CPUs multiplied by 3) rounding up to 8 CPUs. Therefore, Licensee will be required to license 8 CPUs if the Software is installed on a server with 3 quad core processors.

EXAMPLE 2 (Virtualization Rights):   A server has 16 physical dual core CPUs in a configuration where up to 4 virtual dual core processors are made available to run the Qualified Software.   In this case, each virtual dual core processor will count as 1.5 CPUs (or 1 CPU for the first core, plus 0.5 for the second core). Four virtual dual core processors will total 6 CPUs (or 1.5 CPUs multiplied by 4). Therefore, Licensee will be required to license 6 CPUs under this virtualization configuration.

4.1.5   **Deployment.** "Deployment" means a single installation of no more than one of the following Software modules or files: Repository, Security Domain, Central Management Server ("CMS"), CMS Cluster, or Crystal Reports Runtime Engine.

4.1.6   **Evaluation/Not for Resale License.** An Evaluation or Not For Resale License is triggered by temporary key codes and may be used only for the license metric type and licensed level specified and for the period specified on the Software or Third Party Software packaging, ordering or shipping documentation.   An Evaluation or Not For Resale License may only be used for evaluation purposes and may not be used for production purposes. Notwithstanding any other provision of this Agreement, Software or Third Party Software provided under an Evaluation or Not for Resale License is provided "AS-IS" without warranty of any kind, express or implied. An Evaluation License or Not For Resale License may be terminated by Licensor at any time upon written notice to Licensee.

4.1.7   **Instance**. When Software or Third Party Software is licensed by Instance, the Software or Third Party Software may only be Used for a single, unique connection to a specified application or technology type.

4.1.8   **Server.** Server is a physical computer, case, box or blade that houses the CPUs running the software product. Multiple virtual machines on the same physical box are allowed and do not require additional licenses.

4.1.9   **Annual Subscription**. Annual Subscription is defined as a periodic recurring fee that is 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.

4.1.10   **Type License**. When Software or Third Party Software is licensed by Type, the Software or Third Party Software may only be Used in connection with an unlimited number of connections to a single, specified database or application.

4.1.11   **Data Migration Project**. Data Migration Project is a project with a single identified target system where data can be migrated to or from multiple source systems. The package has term limit of 18 months with an initial 6 month maintenance and option to renew maintenance one time for 12 months. Clock starts when the contract is signed.

4.1.12   **Package fee** is defined as a flat fee to license the Software.

4.1.13   **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. Software 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 or otherwise included in the Documentation.

4.1.14   <u>**Pass-Through Terms**</u>.

Use of third party database products and address directories may be subject to additional terms and conditions required by SAP's suppliers. Such additional terms and conditions are set forth in Exhibit 1, "**THIRD PARTY ADDRESS DATA DIRECTORIES PASS THROUGH TERMS"**.

4.1.15   **Open Source Software**.

Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and/or delivered with the Software as a "README" file and apply to Licensee's use of any such open source products. The definition of open source can be found under www.opensource.org/.

4.2   LICENSE METRICS FOR GOVERNANCE, RISK, AND COMPLIANCE (GRC) AND ENTERPRISE PERFORMANCE MANAGEMENT (EPM) SOLUTIONS

4.2.1   **Country Exporting** is defined as the countries where electronic communications with local customs authorities needs to be established. When licensing by 'country exporting from', please note that number of countries where electronic communications is available is currently limited.

4.2.2   **Employee** is defined as the total number of employees (including contract workers) employed by the company or employed by the legal entity that is licensing the functionality of the package. When licensing by Employees for EPM or GRC packages, if the licensed package will be restricted to a division, affiliate or subsidiary of the Licensee, it is possible to use the total number of employees employed by such division, affiliate or subsidiary of the licensee whose activities are being managed by the licensed Software.

4.2.3   **One time fee** is defined as a flat fee to license the Software.

4.2.4   **Revenue** is defined as income that a company receives from its normal business activities and other revenue from interest, dividends, royalties or other sources. When licensing by Revenue for SAP BusinessObjects Electronic Invoicing for Brazil (NFE), the Revenue considered is limited to the revenue generated by the company or legal entity located in Brazil.

4.2.5   **Recipients** is defined as the number of individuals receiving reports from the licensed software.

4.2.6   **Spend Volume** is defined as the total amount of a company's annual expenditure for the procurement of all direct and indirect goods and services. When licensing SAP BusinessObjects Electronic Invoicing for Brazil (NFE-Inbound), only the Spend Volume in Brazil is to be considered.

4.3.   LICENSE METRICS FOR SAP BUSINESSOBJECTS SOLUTIONS FOR SME

4.3.1   **Flat Fee/Fixed Fee** is defined as the fixed package license fee for the Software.

4.3.2   **Rapid Mart (RM) Module** is defined as a separate unit of software that may include a specific subject-oriented repository of data and/or content designed to answer specific questions for a specific set of users. E.g. Sales, Inventory, Purchasing, General Ledger, HR etc.

Available Edge Rapid Marts (RM) Modules: SAP (11 modules available); Oracle E-Business Suite (11 modules available); PeopleSoft (5 modules available); Siebel (3 modules available).

5.   PRODUCT SPECIFIC USE RIGHTS

5.1   SAP® BusinessObjects™ Enterprise

Dashboard Builder. The software components, tools and utilities supplied with Dashboard Builder may only be used with the product with which they were provided. In addition, the Web Intelligence utilities provided with Dashboard Builder may only be used to view the analytic templates provided with Dashboard Builder.

SAP BusinessObjects Enterprise. You may not combine licenses for different editions of BusinessObjects Enterprise in a single Deployment (for example, Premium licenses may not be combined with Professional licenses in the same Deployment). You may use BusinessObjects Enterprise Professional to publish and distribute only one of SAP BusinessObjects' proprietary report format types (Crystal Reports, Web Intelligence/Desktop Intelligence/BusinessObjects/Voyager). Web Intelligence and Desktop Intelligence are deemed a single proprietary report format for this purpose. If you wish to publish and distribute more than one report format type, you must acquire BusinessObjects Enterprise Premium. Notwithstanding the foregoing, if Licensee migrates from a combined BusinessObjects and Web Intelligence Deployment to BusinessObjects Enterprise, Licensee may use both BusinessObjects and Web Intelligence report types in that Deployment.

SAP BusinessObjects Product Options. Options for BusinessObjects Enterprise Professional, Crystal Enterprise Professional, and Crystal Reports Server (collectively, "Underlying Application") are licensed as add-ons to a Deployment. Options may include Crystal Reports Explorer, Auditing, Publishing, Live Office, Integration Kits for third party applications and other products designated as Options for an Underlying Application. If both the Underlying Application and the Options are licensed on a CPU metric, the number and type of Option licenses must match the number and type of the Underlying Application licenses in the Deployment in which the Options are used

Web Intelligence Interactive Viewing. Keycodes to Web Intelligence Interactive Viewing unlock all features of the full Web Intelligence product. However, Web Intelligence Interactive Viewing is a limited license and may not be utilized to edit or create documents.

5.2 **Named User License (NUL) metric for SAP BusinessObjects Packages**. When a SAP BusinessObjects package is licensed using the *metric* "NUL" (named users license) basis, each individual user must be specifically identified as the sole holder of a NUL. The sharing of the NUL by more than one individual is expressly prohibited. In addition, NUL(s) may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the Licensed Product.

It doesn't matter how many individuals are working concurrently with the software. There is no limit on number of processors or servers used. This metric does not replace the overall SAP Named User principle (see, sections 2 and 3 above).

5.3 **SAP BusinessObjects BI Starter Package**. The licensing of the SAP BusinessObjects BI starter package is restricted to maximum of 100 users maximum on a single server.

5.4 **Crystal Reports Professional and Developer**

5.4.1. *Designer Tools.* The Crystal Reports report design application and utilities installed by the Crystal Reports setup program ("Designer Tools") are licensed on a NUL basis. Each copy of Crystal Reports Professional, Crystal Reports Developer and Crystal Reports Server includes one NUL of the Designer Tools.

5.4.2 *Crystal Reports Developer Runtime Product (Applicable to Crystal Reports Developer Only):*

5.4.2.1 *Definitions Applicable to Crystal Reports Developer:*
"*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.
"*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.
"*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.
"*Runtime Product*" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with the Product.
"*Server Application*" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than one user to access the Runtime Product either directly or indirectly 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.

5.4.2.2 *Use of the Runtime Product.* 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.

5.4.2.3 *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.

5.4.2.4 *Distribution of Client Applications.* Subject to Licensee's compliance with all of the terms herein, including without limitation section 5.4.2.6, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.

5.2.4.5 *Distribution of Server Applications.* Subject to Licensee's compliance with all of the terms herein, including without limitation section 5.4.2.6, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that either a) 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 or b) Licensee owns at least one licensed copy of Crystal Reports Developer Advantage, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports Developer Advantage.

5.4.2.6 *Runtime Product Distribution Requirements.*
If Licensee distributes the Runtime Product to third parties pursuant to sections 5.4.2.4 or 5.4.2.5, Licensee shall comply with the following requirements:
(a) 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;
(b) Licensee does not use the name, logo, or trademark of Licensor, or the Product, without prior written permission from Licensor;
(c) Licensee will defend, indemnify and hold Licensor harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;
(d) 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 Licensor product offerings; and
(e) 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 Licensor 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 Licensor;

5.4.2.7. LICENSOR 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. LICENSOR 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.

5.4.3   *Screenshots and the Crystal Reports wordmark*. You may reproduce and distribute screen shots and the Crystal Reports wordmark in documents or media provided that:

a)   The document or media isn't for commercial training material or third party training material and/or for-profit training material.

b)   Your use may not be obscene or pornographic, and you may not be disparaging, defamatory, or libelous to Business Objects, any of its products, or any other person or entity.

c)   Your use may not directly or indirectly imply Business Objects sponsorship, affiliation, or endorsement of your product or service.

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

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

f)   You may not include portions of a screen shot in your product user interface.

g)   You may not use screen shots that contain third-party content unless you obtain the express permission from the third-party.

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

i)   If your use includes references to a Business Objects product, you must use the full name of the product.

j)   You may not use a screen shot that contains an image of an identifiable individual unless you obtain permission from the individual.

k)   Crystal Reports screen shots and wordmarks may not account for more than five percent (5%) of your document or media.

5.5   Crystal Reports Server.

5.5.1 **Crystal Reports Server.** Crystal Reports Server may be offered on a NUL or CAL basis. Regardless of the license type, for each Deployment Crystal Reports Server may be installed and used only on a single server.   More than one instance of other Enterprise Services, such as Crystal Reports Page Server, Crystal Reports Cache Server, Crystal Reports Job Server, Input File Repository, Output File Repository, Destination Job Server, Program Job Server, Event Server, List of Values Job Server, and Report Application Server are permitted but these may be installed and used only on the single server on which Crystal Reports Server is installed. Licensee may not create or modify universes using the universe designer components, if any, included with Crystal Reports Server. Licensee may not replicate objects from one Deployment to another using the Federation or Replication components, if any, included with Crystal Reports Server. If bundled with Crystal Reports 2008, Crystal Reports Server is licensed on a Promotional License basis.

5.5.2 **Performance Management Application Modules/Solutions and Dashboard Builder.** The software components, tools and utilities supplied with a Performance Management Application Module, Performance Management Application Solution, or Dashboard Builder may only be used with Crystal Reports Server and may only be used by a maximum of 100 NUL users.   Users covered under a CAL license may not use the Dashboard Builder content layout tool.

5.5.3 **Xcelsius dashboard content** – presenting visualizations through the InfoView portal, Dashboard Builder, Integration Option for Microsoft Office Sharepoint, or other integrated portals. Xcelsius dashboards embedded in Crystal Reports may be used by all licensed users in a Crystal Reports Server Deployment. Xcelsius dashboards which are not embedded may only be used by a maximum of 100 NUL users. Licensee may not make Xcelsius dashboards available to NUL users beyond this 100 maximum limit, nor to users covered under a CAL license.

5.5.4 **Product Add-Ons.** Crystal Reports Server Add-Ons are licensed as additional software products to a Deployment. Add-ons may include BusinessObjects Dashboard Builder and BusinessObjects Live Office, portal integration kits and other products designated as add-ons for Crystal Reports Server. The BusinessObjects Integration Kit for SAP is not a product add-on for, and is not licensed for use with, Crystal Reports Server.

5.6   Dashboard and Visualization

5.6.1   *SAP® BusinessObjects™ Xcelsius® software*. If you refresh, publish, push or otherwise change data contained in any Xcelsius generated SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)), you must purchase a Xcelsius Interactive Viewing License.   Xcelsius Interactive Viewing is included with and matches the Named User Licenses ("NUL") of Crystal Reports Server and BusinessObjects Edge. Unlimited Interactive Viewing is included with Xcelsius Engage but limited to SWF files with a maximum of two connections.

5.7   SAP BusinessObjects Enterprise Information Management Solutions

5.7.1   *SAP BusinessObjects Enterprise Information Management (EIM) Packages.* The total number of CPUs licensed represents the maximum total cumulative CPUs on which all of the Software included in the EIM packages may be installed and Used. Address directories are not included and must be licensed separately.

5.7.2   *Operational Enterprise Information Management Package (Operational EIM Package).* Licensee may only Use one of the following versions of Data Quality Management, versions for SAP, Siebel, or Informatica included as part of the Operational EIM Package: SAP BusinessObjects DQM, version for SAP Solutions, SAP BusinessObjects DQM, version for Oracle's Siebel Applications, or SAP BusinessObjects DQM, version for Informatica PowerCenter. Licensee may Use two licenses of Application Interface Unlimited for up to two applications in the aggregate.

5.7.3   *SAP BusinessObjects Analytical Enterprise Information Management Package (Analytical EIM Package.*   Licensee may only Use one of the following versions of Data Quality Management, versions for SAP, Siebel, or Informatica included as part of the Analytical EIM Package: SAP BusinessObjects DQM, version for SAP Solutions, SAP BusinessObjects DQM, version for Oracle's Siebel Applications, or SAP BusinessObjects DQM, version for Informatica PowerCenter. All available Rapid Marts for only one application family (SAP or Oracle family) may be Used. Licensee may only Use two licenses of Application Interface Unlimited for up to two applications in the aggregate.

5.7.4   *SAP BusinessObjects Data Services, SAP BusinessObjects Data Integrator, and SAP BusinessObjects Data Quality Management software.* If Licensee wants to deploy a Data Services, Data Integrator, or Data Quality Management License to access enterprise data sources such as packaged applications, databases, or technology infrastructure products, Licensee must obtain individual interface licenses such as Application Interface, Database Interface, JMS Technology Interface, or Salesforce.com Technology Interface. Address directories are not included and must be licensed separately.

5.7.5   *SAP BusinessObjects Data Service.* The following is included in each license of the SAP BusinessObjects Data Services:
*   Five Named Users of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product)
*   One license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development and Grid Computing
*   Database Interface licenses to an uncapped number of Types of databases
*   Salesforce.com Technology Interface
*   JMS Technology Interface

5.8   SAP BusinessObjects Data Integrator

5.8.1   *SAP BusinessObjects Data Integrator Starter*. Each license of the Software includes one Database Interface license.

5.8.2   *SAP BusinessObjects Data Integrator Professional*. Each license of the Software includes two Database Interface licenses,

5.8.3   *SAP BusinessObjects Data Integrator Premium*. Each license of the Software includes one license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development, Grid Computing, Salesforce.com Technology Interface, JMS Technology Interface; and Database Interface licenses to an uncapped number of database Types.

5.9   SAP BusinessObjects Data Quality Management

5.9.1   *SAP BusinessObjects eDQ Management.* Licensee may Use SAP BusinessObjects eDQ Management for transactional or real-time environments only.

5.9.2.   *SAP BusinessObjects Data Quality Management Professional*. Each license of the Software includes one Database Interface license.

5.9.3   *SAP BusinessObjects Data Quality Management Premium*. Each license of the Software includes:
*   Five Named Users of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product)
*   Two Database Interface licenses
*   One license of SAP BusinessObjects DQM, cleansing package option for one language
*   One license of SAP BusinessObjects DQM, option for global matching
*   SAP BusinessObjects DQM, SDK
*   One license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development and Grid Computing

5.9.4   *Interface license.* A prerequisite for any Application Interface, Database Interface or Technology Interface license is a Data Services, Data Integrator, or Data Quality Management license. Application Interface is licensed per application Instance. "Instance" means the Software may only be used for one unique connection to a specified application or technology. If multiple instances of an application are accessed by the Application Interface, then one Application Interface License must be acquired for each instance. Application Interface Unlimited, Database Interface, JMS Technology Interface and Salesforce.com Technology Interface are licensed per application, database or technology Type, as applicable. "Type" means an unlimited number of connections to the single, specified application, database or technology.

5.9.5   *Data Quality Management ("DQM") SDK.* A license to Data Quality Management SDK may be acquired in two configurations as follows: (1) a stand-alone or non-bundled configuration ("DQM SDK Non-Bundled Configuration"), and (2) bundled with CPU Metric licenses to Data Services and/or DQM Premium ("DQM SDK Bundled Configuration"). If acquired in the DQM SDK Non-Bundled Configuration, then a license to DQM SDK is provided as a Server License. If acquired in the DQM SDK Bundled Configuration, then licenses to DQM SDK are included as part of the CPU Metric licenses of Data Services and/or DQM Premium licensed by Licensee, such that a subset of the number of such CPU licenses licensed by Licensee may be Used to solely run DQM SDK, provided that the aggregate number of licenses deployed for DQM SDK and Data Services and DQM Premium must not exceed the total of Data Services and DQM Premium licenses acquired. For example, if Licensee has in the aggregate licensed six CPU licenses of Data Services and/or DQM Premium, then Licensee may Use two CPU licenses to run DQM SDK and the remaining 4 CPU licenses to run Data Services and/or DQM Premium; or Licensee may Use three CPU licenses to run DQM SDK and the remaining 3 CPU licenses to run Data Services and/or DQM Premium; or Licensee may Use all six CPU licenses to run DQM SDK.

5.9.6 *SAP BusinessObjects Data Quality Management software, versions for use with SAP, Siebel or Informatica applications.* When licensing SAP BusinessObjects Data Quality Management, version for SAP solutions, Siebel applications, or Informatica PowerCenter, the data quality functions must be Used solely with activities initiated within the SAP, Siebel, or Informatica application, respectively. When licensed this way, the Use of data quality functions for purposes outside the application it was licensed for is strictly prohibited. A separate license of SAP BusinessObjects Data Quality Management or SAP BusinessObjects Data Services must be licensed if the Use of data quality functions is required outside of the SAP, Siebel, or Informatica application. Deployment of this license means Licensee has the ability to spread the licensed number of CPU's across a single or multiple servers as long as the total number of CPU's Used across the servers add up to the amount of CPUs Licensee is licensed for. Grid computing licenses are not included and require to be licensed separately.

5.9.7 *SAP BusinessObjects Rapid Marts Products.* When licensing SAP BusinessObjects Rapid Marts, a license for SAP BusinessObjects Data Integrator or Data Services must also be obtained. If SAP BusinessObjects Rapid Marts is licensed with SAP BusinessObjects Data Integrator or Data Services, an individual SAP BusinessObjects Rapid Marts license must be obtained for each SAP BusinessObjects Data Integrator or Data Services license. Copying one SAP BusinessObjects Rapid Marts license and then deploying it to other instances is prohibited. In addition to the foregoing, Licensee must license certain applicable Application Interfaces.

5.9.8 *SAP BusinessObjects Metadata Management.* Metadata Management comes with a limited use license of SAP BusinessObjects Enterprise. Licensee may use SAP BusinessObjects Enterprise only in conjunction with Metadata Management. Accessing data that is not specifically created or Used by Metadata Management is in violation of this license. Furthermore, Licensee may Use only the following features of SAP BusinessObjects Enterprise: (a) Central Management Server (CMS) for user or group authentication purposes and (b) Central Management Console for security related to user management and access to integrator sources, source groups, metapedia, utilities and managing and scheduling integrator source runs and utilities runs.

5.9.9 *SAP BusinessObjects Data Migration Starter Package.* SAP BusinessObjects Data Migration Starter Package is licensed on a Term License basis.

5.9.10 *SAP BusinessObjects Data Migration Starter Package.* SAP BusinessObjects Data Migration Starter Package may only be deployed in conjunction with *SAP BusinessObjects Metadata Management* and/or Data Services on a single server having a maximum of four CPUs. SAP BusinessObjects Data Migration Starter Package may only be used in conjunction with a single target system instance where the system ID of the target system is provided in writing to SAP at the beginning of the Licensee's implementation project.

5.10 SAP BusinessObjects Explorer

5.10.1. Keycodes for Explorer used in conjunction with SAP BusinessObjects Enterprise Professional (for Enterprise Reporting) will unlock all features of the Web Intelligence product. Such Web Intelligence features may be used only by SAP BusinessObjects Explorer.

5.10.2 *SAP Business Objects Explorer (Data Exploration Component).* SAP BusinessObjects Explorer (Data Exploration Component) includes SAP BusinessObjects Data Integrator Premium and SAP BusinessObjects Enterprise. Licensee's use is limited as follows:
- Data Integrator Premium and BusinessObjects Enterprise may only be used in conjunction with SAP BusinessObjects Explorer (Data Exploration Component).
- Data Integrator Premium may not be installed on the same blade as the SAP NetWeaver BWA blade.
- Data Integrator Premium may not be used for standalone ETL (extract, transform and load) projects.
- Licensee is licensed to Use only the following features of SAP BusinessObjects Enterprise: (a) Central Management Console (CMC), (b) third party authentication, (c) exploration of BWA-based indexes with Explorer, (d) Central configuration Manager, and (e) Import Wizard.

5.11 SAP BusinessObjects Enterprise Performance Management

5.11.1 *SAP BusinessObjects Financial Consolidation.* Use of SAP BusinessObjects Enterprise included with SAP BusinessObjects 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 and (c) use of Infoview to navigate and launch Analyzer workspaces.

5.12 SAP BusinessObjects Financial Information Management. When licensing SAP BusinessObjects Financial Information Management,

SAP BusinessObjects Data Integrator may be Used:
- solely with certain licensed SAP BusinessObjects solutions for SME, SAP BusinessObjects analytic applications and SAP NetWeaver BW, together with certain licensed SAP BusinessObjects EPM applications, which is specified and Used in accordance with the Documentation; and
- solely for Use with SAP BusinessObjects Financial Information Management.

SAP BusinessObjects Financial Information Management is to be licensed whenever data integration with third party systems is required. Limited functionality of Financial Information Management for which Licensee does not hold a license ("FIM Runtime Software") may be utilized by certain licensed SAP Software as described in the Documentation. Until Licensee has expressly licensed the FIM Runtime Software, Licensee's Use of the FIM Runtime Software is limited to access by and through the licensed SAP Software for the sole purpose of enabling performance of the licensed SAP Software and integrating data from licensed SAP Software as specified in the Documentation.

5.13   **SAP Electronic Invoicing for Brazil (Nota Fiscal Electronica)**. SAP Electronic Invoicing for Brazil – Outbound and Inbound (Nota Fiscal Electronica – Outbound or Inbound) includes a runtime license SAP PI.

5.14   **SAP BusinessObjects solutions for SME**

5.14.1   *SAP BusinessObjects Edge BI (Edge BI).* Edge BI licensed by SAP Named Users has a limit of 250 users per server; Edge BI standalone does not require SAP Application named users; when used with SAP ERP, the SAP Business Expert named user is not relevant and an SAP Professional named user is sufficient. Edge BI licensed as CAL (Concurrent Access License) through SAP BusinessObjects resellers shall not exceed 50 CALs in a single deployment and named user licenses may only be purchased as add-on after customer acquired CAL packages.

5.14.2   *SAP BusinessObjects Edge BI, version with data management*. SAP BusinessObjects Data Quality Professional and SAP BusinessObjects Data Integrator Starter delivered with SAP BusinessObjects Edge BI may only be deployed on a single server (up to 250 users) and must be deployed either (a) on the same server where the corresponding SAP BusinessObjects Edge BI product is deployed, or (b) on a separate server having up to two CPUs . SAP BusinessObjects Data Quality Professional and SAP BusinessObjects Data Integrator Starter may only be used in conjunction with SAP BusinessObjects Edge BI and may not be used on a stand-alone basis. Licensee shall only be permitted to use up to two database types under the database interfaces and shall only be permitted one target datastore.

5.14.3   *SAP BusinessObjects Edge BI, version with data integration.* SAP BusinessObjects Data Integrator Starter delivered with SAP BusinessObjects Edge BI may only be deployed on a single server (up to 250 users) and must be deployed either (a) on the same server where the corresponding SAP BusinessObjects Edge Series product is deployed, or (b) on a separate server having up to two CPUs . SAP BusinessObjects Edge BI, version with data integration and SAP BusinessObjects Data Integrator Starter may only be used in conjunction with SAP BusinessObjects Edge BI and may not be used on a stand-alone basis. Licensee shall only be permitted to use up to two database types under the database interfaces and shall only be permitted one target datastore. When SAP BusinessObjects Data Integrator Starter is used with SAP BusinessObjects Edge Rapid Marts, it may be deployed on a server with up to 4 CPUs.

5.14.4   *SAP BusinessObjects Edge Rapid Marts*. When licensing the SAP BusinessObjects Edge Rapid Marts Product, a license for SAP BusinessObjects Edge BI, version with Data Integration or SAP BusinessObjects Edge BI, version with Data Management must also be obtained. SAP BusinessObjects Edge Rapid Marts may only be deployed on a single server and must be deployed either (a) on the same server where the corresponding SAP BusinessObjects Edge BI product is deployed, or (b) on a separate server with up to 4 CPU. SAP BusinessObjects Edge Rapid Marts can only be used in conjunction with SAP BusinessObjects Edge BI. Copying one SAP BusinessObjects Edge Rapid Marts license and then deploying it to other instances is prohibited. Each SAP BusinessObjects Edge Rapid Mart includes the related Application Interface license.

5.14.5   *SAP BusinessObjects Edge Planning and Consolidation.* The licensing of the SAP BusinessObjects Edge Planning and Consolidation is restricted to of100 users maximum on a single server.

5.14.6   *SAP BusinessObjects Edge Strategy Management.* License limitation: Maximum deployment of single application server only and not more than 70 users. Each deployment is limited to 25 contexts and 25 data models.

5.15   **SAP BusinessObjects analytic solutions***. Limited License: Use of the SAP BusinessObjects analytic solution ("BA Solutions"), and any SAP software licensed as part of the BA Solution ("BA software"), is limited to the BA Solution specific purpose stated below.
BA software: SAP may offer BA software contained in the BA Solution also as a separate SAP software product on the SAP list of prices and conditions. Terms and conditions for, and functionality of BA Software may be different from the separate SAP software product. Additional functionality of such SAP software product may be subject to a separate license agreement and additional license fees.
Purposes of BA Solutions:

5.15.1   *SAP BusinessObjects Enterprise Risk Reporting for Banking.* Use of this Software is limited to measuring and monitoring enterprise risk for Licensee's banking operations.

5.15.2   *SAP BusinessObjects Trade Promotion Effectiveness Analysis*. Use of this Software is limited to performing analysis on trade promotion effectiveness.

5.15.3   *SAP BusinessObjects Customer Analysis and Retention for Telecommunications*. Use of this Software is limited to the following for Licensee's telecommunications operations: customer retention analysis, customer profiling, assessing customer behaviors, and assessing customer retention challenges.

5.15.4   *SAP BusinessObjects Quality Management for Healthcare.* Use of this Software is limited to measuring and monitoring quality management metrics for Licensee's healthcare operations.

5.15.5   *SAP BusinessObjects Healthcare Practitioner Spend Analysis and Reporting.* Use of this Software is limited to monitoring enterprise spend related to healthcare practitioners.

5.15.6   *SAP BusinessObjects Staff Productivity Management for Healthcare.* Use of this Software is limited to measuring and monitoring enterprise and departmental staff productivity and related patient quality, HR Lifecycle, Education and Employee Safety KPIs.

5.15.7   *SAP BusinessObjects Readiness Assessment for Defense and Security*. Use of this Software is limited to measuring and reporting on defense readiness.

5.15.8   *SAP BusinessObjects On-Shelf Availability*. Use of this Software is limited to the following for Licensee's consumer products operations: analysis regarding on-shelf availability, out-of-stock metrics and other metrics and measures related to managing supply and demand of finished goods.

5.15.9   *SAP BusinessObjects Sales Analysis for Retail.* Use this Software is limited to performing retail and point of sale data analysis.

5.15.10   *SAP BusinessObjects IP Rights Analysis.* Use of this Software is limited to the analysis surrounding of revenues, rights availability, rights acquisitions, rights management, licensee performance and title performance relating to intellectual property rights.

5.15.11   *SAP BusinessObjects Enterprise Risk and Solvency Management for Insurance.* Use of this Software is limited to the measuring and monitoring of enterprise risk across business units, products, and risk categories.

5.15.12   *SAP BusinessObjects Upstream Operations Performance Analysis application.* Use of this Software is limited to the analysis surrounding of the operational data supporting upstream production of oil and gas hydrocarbons.

5.15.13   *SAP BusinessObjects Planning and Consolidation for Banking.* Use of this Software is limited to the following for Licensee's banking operations: financial planning, budgeting, forecasting and consolidations, and reporting of financial and other plan data.

5.15.14   *SAP BusinessObjects Planning and Consolidation for Healthcare.* Use of this Software is limited to the following for Licensee's healthcare operations: financial planning, budgeting, forecasting and consolidations, and reporting of financial and other plan data.

5.15.15   *SAP BusinessObjects Planning and Consolidation for Public Sector.* Use of this Software is limited to long range planning, budgeting and planning, forecasting and reporting in the Public Sector.

5.15.16   *SAP BusinessObjects Planning for Public Sector.* Use of this Software is limited to the following for Licensee's Public Sector business operations: long range business planning, forecasting, financial consolidation and reporting, and performance management.

5.15.17   *SAP BusinessObjects Sales and Operational Planning rapid deployment solution.* Use of this Software is limited to the Sales and Operational business planning process such as consensus demand management, supply visibility, rough cut capacity aggregation, and monitoring business process utilizing forecast input from Sales, Marketing, Operations and Finance

5.17   **Composer.** When licensing BusinessObjects Composer, a license for BusinessObjects Data Integrator must also be obtained. Each Deployment of BusinessObjects Composer may have only one Composer repository.

5.18   **SAP BusinessObjects BPC , version for the Microsoft Platform**. Licensee's Use rights to SAP BusinessObjects BPC for the Microsoft Platform, at the previously licensed level are extended to SAP BusinessObjects BPC version for SAP NetWeaver. In the event Licensee's usage of SAP BusinessObjects BPC for the Microsoft Platform alone or SAP BusinessObjects BPC version for SAP NetWeaver alone or a combination of both exceeds the licensed level such increase in usage will be subject to additional software license and support fees for the component(s) to be increased and paid by Licensee. Notwithstanding anything to the contrary, this Software only operates on MS SQL Database.

5.19   **SAP BusinessObjects BPC, version for SAP Netweaver**. Licensee's Use rights to SAP BusinessObjects BPC for the SAP NetWeaver, at the previously licensed level are extended to SAP BusinessObjects BPC version for the Microsoft Platform. In the event Licensee's usage of SAP BusinessObjects BPC for SAP NetWeaver alone or SAP BusinessObjects for the Microsoft Platform alone or alone or a combination of both exceeds the Licensed Level such increase in usage will be subject to additional software license and support fees for the component(s) to be increased and paid by Licensee.

5.20   **SAP Productivity Composer by RWD and SAP Productivity Pak by RWD**. Subject to the licensed level set forth in the Order Form, Licensee may use SAP Productivity Composer by RWD or SAP Productivity Pak by RWD for creating, modifying or customizing content for Software and Third Party Software licensed for Standalone Use.

5.21   **Supply Chain Performance Management**. To the extent that such component is included with the Software, only the following limited license for certain features of the BusinessObjects Data Integrator ("Data Integrator") component is granted under this Schedule: Licensee is licensed to Use Data Integrator connectors and capabilities as needed to extract, transform and load data required by this BusinessObjects Supply Chain Performance Software.

5.22   **Text Analysis Language Processing Option.** Text Analysis Language Processing Option's license metric is Package Fee. Subject to the licensed level (number of CPUs) of SAP BusinessObjects Text Analysis, the Package Fee enables all licensed SAP Named Users to Use Text Analysis for the licensed languages to the extent of their SAP Named User Type, except that Text Analysis Language Processing Option for Finnish may only be Used by SAP Named Users who are located in the country of Finland.

5.23   **SAP BusinessObjects Intelligent Search Language Processing.** This Software may only be licensed in conjunction with SAP BusinessObjects Intelligent Search and must be deployed on the same Server as Intelligent Search. Furthermore, the Licensed Level for this Software must be at a level equal to Licensee's Licensed Level for Intelligence Search.

5.24   **SAP NetWeaver Business Warehouse Accelerator.** SAP NetWeaver Warehouse Accelerator is licensed on a GB blade memory basis in units of 4GB with a minimum block of four 4 GB packs. Licensor does not provide the blades and Licensee must obtain blades from a hardware provider.

5.25   **SAP BusinessObects Electronic Invoicing for Brazil (Nota Fiscale Electronica).** Only Named Users of Licensee's authorized Affiliate(s) located in the country of Brazil may Use the Software. The total annual revenue attributable to Licensee's Brazilian operations may not exceed the Licensed Level of the Software.

6.   **Third Party Products**

6.1   *Additional License Conditions for Knowledge Accelerator*.

6.1.1 *SAP BusinessObjects Knowledge Accelerator (other than ON RWD platform).* SAP BusinessObjects Knowledge Accelerator may be used to meet Licensee's employee training needs and may not be used by or on behalf of any third party. SAP BusinessObjects Knowledge Accelerator other than on RWD Platform is an older version of Knowledge Accelerator (pre-XI release 3) which will continue to be sold by SAP BusinessObjects. The following statements relate only to this older version of Business Objects Knowledge Accelerator: Any customization tools included with the SAP BusinessObjects Knowledge Accelerator Software (Global Knowledge ™ On-Demand-for-Business Objects Software) shall be used only for modifying or customizing the content developed by SAP BusinessObjects Knowledge Accelerator Software, and only by the number of instructional designers and administrators specified in the Order Form. Licensee shall not modify, reverse engineer, or distribute for commercial or non-commercial use such tools, or use such tools to develop other content, including content related to other Licensor products.

6.1.2 *Knowledge Accelerator on RWD Platform.* SAP BusinessObjects Knowledge Accelerator 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, NULs of Knowledge Accelerator may not be transferred to other individuals, even if the original user is no longer permitted access to Knowledge Accelerator. If an individual is no longer employed by Licensee, Licensee may transfer such individual's NUL to another user.

6.1.3 **RWD**
For the following price list items the special term as described below does apply:
SAP Productivity Pak by RWD – excl. North America (7009560)
SAP Productivity Pak Help Launch Pad by RWD – excl. North America (7009561)
SAP Productivity Composer by RWD – excl. North America (7009562)
SAP Productivity Composer Help Launch Pad by RWD – excl. North America (7009563)
SAP Productivity Pak by RWD – North America (7009639)
SAP Productivity Pak Help Launch Pad by RWD – North America (7009640)
SAP Productivity Composer by RWD – North America (7009641)
SAP Productivity Composer Help Launch Pad by RWD – North America (7009642)

When RWD software is used with standalone SAP BusinessObjects solutions namely Knowledge Accelerator products or to create education offerings for SAP BusinessObjects solutions that do not interface with SAP solutions that require SAP Named Users, such users must be licensed to use SAP BusinessObjects solutions based on either the SAP BusinessObjects Named User or CPU metric and do not need to be licensed as SAP Named User.

The amount of licensed "user" sales units for the SAP Productivity Pak by RWD or SAP Productivity Composer by RWD must match at least the total number of the licensed Named Users for the SAP BusinessObjects Knowledge Accelerator solutions, provided the SAP BusinessObjects Knowledge Accelerator is licensed along with the RWD solutions. SAP BusinessObjects Knowledge Accelerator may be licensed in the Named User or CPU capacity.

6.2 *Predictive Workbench.* Predictive Workbench includes an embedded third party product, which must be used in connection with BusinessObjects Enterprise and not on a standalone basis.

6.3 *Address Directories.* Following are additional license conditions for content for data quality and data services products ("Address Directories")

6.3.1
- Address 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. Some directories may 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 Address DIrectories" attached hereto as Exhibit 5 which constitute a part of the terms and conditions of Licensee's use of such Address Directories).
- Address Directories may only be used together with the SAP Data Quality and Data Services Products; a perpetual license for the SAP Data Quality and Data Services Products is a prerequisite for using Address Directories;
- Address Directories may not be used for creating a mailing list, database or other derivative work;
- Address Directories will be updated from time to time: only the current version of an Address Directory may be used;
- SAP may use a software utility mechanism in Address Directories that imposes time limitations to prevent the use of outdated Address 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 Address Directories or any services you receive related to the use of the Address Directories;
- A third-party supplier for Address Directories may elect to terminate SAP's right to distribute Address 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 Address Directories, unless otherwise stated in the Pass-Through Terms.

6.3.2 Licensing Information
- Address Directories are sold on a subscription model basis, therefore no annual maintenance fee is to be charged and, except to the extent the Address Directories content source makes content updates available to SAP, no SAP maintenance or support is provided for these products.
- The Initial Term of this shall be 12 (twelve) calendar months from the Effective Date of the "Initial Term". 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. However, after the Initial Term, in the event of a price increase or material change in terms during the Term, Licensee shall have 60 (sixty) days from receipt of notice from SAP of such increase/material change to terminate the affected portion of the license in its

entirety (that is the complete particular Licensed Address Directory and Total Licensed Level) within 60 (sixty) days of receipt of SAP's notice of such change. In the event Licensee does not notify SAP in writing of termination during such 60 (sixty) day period, the Subscription Fee and/or terms will be adjusted accordingly. In the event an Initial/Renewal Term commences without either party terminating in accordance with this Section 4.11.4, Licensee shall be responsible to pay the subscription fees for the full Initial/Renewal Term.

- Automatic renewals occur on an annual basis, subject to availability of the licensed Address Directory on the current SAP List of Prices and Conditions, and will be processed and invoiced according to the then current pricing and terms.

6.3.3   Geographic Restrictions
- USPS products may only be sold in the US and are not available outside of the US:
- US NATIONAL DIRECTORY PRODUCTS MAY BE SOLD GLOBALLY.
- 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.)

6.3.4   Subject to the conditions and limitations set forth in this Section 7 of the Agreement (where, for the aforementioned Section 7 from the Agreement, Address Directories shall be treated in the same manner as Software), SAP warrants that the Address Directories will substantially conform to the functional specifications contained in the Address Directories' Documentation for six (6) months following the Order Form Effective Date (the "Warranty Period") when Used without material alteration. SAP's warranty is subject to Licensee providing SAP necessary access, including remote access, to the Address Directory. LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR ANY DAMAGES OR LOSS IN ANY WAY CONNECTED WITH A BREACH OF THIS WARRANTY, WHETHER DUE TO SAP'S NEGLIGENCE OR BREACH OF ANY OTHER DUTY, SHALL BE, AT SAP'S OPTION: (I) TO BRING THE PERFORMANCE OF THE ADDRESS DIRECTORY INTO SUBSTANTIAL COMPLIANCE WITH THE FUNCTIONAL SPECIFICATIONS; OR (II) RETURN OF AN APPROPRIATE PORTION OF ANY PAYMENT MADE BY LICENSEE WITH RESPECT TO THE APPLICABLE PORTION OF THE ADDRESS DIRECTORY THAT IS THE COMPLETE PARTICULAR LICENSED ADDRESS DIRECTORY AND TOTAL LICENSED LEVEL , NOT TO EXCEED THE SUBSCRIPTION FEES FOR ONE YEAR PAID UNDER THE ORDER FORM.

6.3.5   *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.

6.3.5   Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Address Directories. Address Directories are Proprietary Information within the meaning of the Agreement. The license granted in this Schedule for Address Directories is subject to Licensee obtaining a valid license for the SAP Data Quality and Data Services products.

6.3.6   **UK Address Directory; UK Address Address Directory (Royal Mail) Add On for eCommerce**

6.3.6.1   Use of the UK Address Directory for eCommerce (as defined below) is not permitted unless both UK Address Directory and UK Address Directory Add On for eCommerce are licensed. The term "eCommerce" means a solution whereby the Licensee operates a publicly available website (or a technical equivalent) which offers products and services to its external customers and which can capture, verify, update or amend an address or postcode, entered by a Licensee external customer, using the applicable address directory.

6.3.6.2   As a prerequisite for licensing UK Address Directory (Royal Mail) Add On for eCommerce, Licensee must have a current subscription license for the UK Address Directory.

6.4   **THIRD PARTY SOFTWARE.** "Third Party Software" means any product listed as a third party product on SAP's then current published price list, or otherwise specified as a third party in the Documentation, and licensed pursuant to an Order Form. If included with the Third Party Software, Use thereof is further governed by the terms and conditions of the shrink-wrap or click-wrap agreement accompanying such Third Party Software. All Third Party Software products licensed pursuant to an Order Form are restricted to Standalone Use, solely in conjunction with the particular Software intended by SAP to be used therewith or with which SAP provides the Third Party Software, and may not be used with any other Software, or on an individual basis. The following provisions of the Software License Agreement do not apply to Third Party Software: 6.2 (Modifications), 7.1 (Warranty), and 8 (Indemnification). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE SOFTWARE LICENSE AGREEMENT OR THIS SCHEDULE, IN NO EVENT SHALL SAP's TOTAL LIABILITY FOR DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING FROM OR RELATED TO THE THIRD PARTY SOFTWARE EXCEED AN AMOUNT EQUAL TO THE NET LICENSE FEE IDENTIFIED IN THE APPLICABLE ORDER FORM FOR SUCH THIRD PARTY SOFTWARE (OR, IN THE CASE OF A SUBSCRIPTION, AN AMOUNT EQUAL TO THE ANNUAL SUBSCRIPTION FEE SET FORTH IN THE ORDER FORM AND PAID TO SAP IN THE TWELVE MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM).

7.   THIRD PARTY DATABASE; THIRD PARTY SOFTWARE

7.1   THIRD-PARTY DATABASES.

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

7.1.1.1   Licensee may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Software 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.

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

7.1.2.1   Licensee may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Software 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.

7.1.2.2   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.

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

7.1.3.1   The Software licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to such Software: (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.

7.1.4   **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:

7.1.4.1   The Software licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to Software: (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.

Exhibit 1
Pass Through Terms for Address Directories

1. AUSTRALIA ADDRESS DIRECTORY (AUSTRALIAN POSTAL CORPORATION):
Licensee acknowledges that the PAF and the Intellectual Property Rights in the PAF are and shall remain the property of Australia Post. Nothing in this Agreement shall operate as an assignment of any Intellectual Property Right that exists in the PAF.
"Intellectual Property Rights" includes copyright, trade mark, design, patent, semiconductor or circuit layout rights, rights in trade, business or company names, and such other rights as are generally accepted as falling within the term "intellectual property", and shall also include any rights to application or registration of such rights, in Australia or elsewhere, and whether created before, on or after the date of this Agreement.
"PAF" means the Postal Address File which is a database created by Australia Post containing information on addresses to which Australia Post may deliver mail, the information associated with each address record on the PAF consists of: (a) an eight character code which has been developed by Australia Post to enable delivery points to be uniquely identified, known as a Delivery Point Identifier or DPID.; and (b) the address details in a correct address format.

2. AUSTRIA SERVER LICENSE, AUSTRIA ENTERPRISE LICENSE (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.

3. CANADA (CANADA POST)
Canada Post postal address files ("PAF") are updated periodically and Licensee may only use Canada Post PAF for the time period specified in SAP directory update letter or posted on the SAP support website located at http://help.sap.com/. The permitted use dates can be found in a file entitled "Directories – Canada, [Month/Year]" (in which the month and year correspond to the date of the relevant PAF update), which file is located under the SAP BusinessObjects tab on the website http://help.sap.com/http://help.sap.com/businessobject/product_guides/ADc/en/09apr_can_dir_en.html). Upon receipt of updated Canada Post PAF, Licensee will promptly replace the older Canada Post PAF with the updated PAF.

4. 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

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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.

5. GEOCODING FOR US BY NAVTEQ, GEOCODING FOR CANADA BY NAVTEQ, GEOCODING FOR FRANCE BY NAVTEQ (NAVTEQ):

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, NAVTEQ and NAVTEQ Suppliers on the other hand.

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Contractor (Manufacturer/Supplier) Address: 425 W. Randolph Street, Chicago, Illinois 60606

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6. NEW ZEALAND (NEW ZEALAND POST):

Licensee must comply with the requirements of the Privacy Act 1993 and any other applicable law or regulations relevant to its possession or use of the New Zealand Address Directories.

Licensee must keep the information contained in the New Zealand Address Directories confidential.

Licensee acknowledges and agrees that Land Information New Zealand ("LINZ") and the Crown hold absolutely and exclusively certain material which has been licensed to SAP and incorporated into the New Zealand Address Directories, and that LINZ and the Crown do not assign any copyright or other intellectual property rights in such material either to Licensee or the Licensor. Licensee 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 Licensee 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 New Zealand Address Directories (by Licenseee 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 the Licensee for the material incorporated in the New Zealand Address Directories 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.

Licensee agrees and represents that Licensee is acquiring the New Zealand Address Directories and any related documentation for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.

7. 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.

8. 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.

9. **UK (ROYAL MAIL)**

NOTE – The UK Royal Mail Pass Through Terms are referenced within the body of these terms as "Annex 3."

Royal Mail Pass Through Terms for UK Address Directories ("Royal Mail Terms")

Whereas, SAP AG ("Solution Provider") has entered into a Data License Agreement and a Data Service Agreement with Royal Mail Group Ltd. for UK address data ("the Data") as of April 1, 2010;

Whereas, the Data License Agreement foresees certain terms to be passed through to the End User by SAP ("Third Party Solution Provider");

Whereas, End User agrees to adhere to the Royal Mail terms;

Therefore, Third Party Solution Provider and End User agree as follows:

PART 1 – GENERAL PROVISIONS

1.

Any reference in Part 2 to a **"Solutions Provider"** shall be a reference to whichever of the Solutions Provider or a Third Party Solutions Provider licensed the relevant End-User or Third Party Solutions Provider to use the Data (or part thereof). Any defined terms used in Part 2 shall have the same meaning as set out in Clause 1.1 of the main body of this Agreement except where otherwise specified in clause 1 of Part 2.

2.1 Third Party Solutions Provider may terminate the Royal Mail Terms in the End-User Agreement if:

2.1.1 the End-User is in breach of any of the Royal Mail Terms contained in the End-User Agreement and where the breach is remediable further fails to remedy the position within twenty (20) Working Days of the date of written notification from the Solutions Provider of such breach;

2.1.2 the End-User is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of the End-User, or if any arrangement, compromise or composition of the End-User's debts is proposed or made by the End-User, or if the End-User enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings, or if any analogous event occurs in any other jurisdiction in which the End-User carries out its business;

2.1.3 the End-User discloses any information relating to the business of Royal Mail which is specified by Royal Mail as being confidential or would be defined in this Agreement as being Confidential Information;

2.2 provide that, subject to Clause 12 of the main body of this Agreement, the Royal Mail Terms in the End-User Agreement shall automatically terminate if this Agreement is terminated;

2.3 provide that, subject to Clause 12 of the main body of this Agreement, on the earlier of the termination or expiry of the Royal Mail Terms in the End-User Agreement the End-User shall within twelve (12) months of such date of termination or expiry either:

(i) return to the Third Party Solutions Provider (as the case may be) all copies of the Data (and any part of such Data) and all supporting documentation supplied to it; or

(ii) permanently delete or destroy all copies of the Data (and any part of such Data) and all supporting documentation supplied to it, which, in each case, it is reasonably able to destroy or delete, and confirm in writing to the Third Party Solutions Provider (as the case may be) that this has been done; and

2.4 enable Royal Mail to directly enforce the Royal Mail Terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

PART 2 - TERMS COMPRISING PART OF THE ROYAL MAIL TERMS

1. DEFINITIONS

1.1 Where the context so admits, the following words and expressions shall have the following meanings:

"Alias" means the database known as the 'Alias File', which contains 'Locality', 'Thoroughfare', 'Alias - Delivery Point' and 'County Alias' details;

"Associate" means a business that has entered into and operates in accordance with an Associate Contract;

"Associate Contract" shall have the meaning given in clause 1.9 of Part 4 of Schedule 1 to Annex 3;

"Associate Group" means a network, established or operated by the End-User, of businesses comprising that End-User and a minimum of ten (10) Associates (unless otherwise agreed in writing with the Solutions Provider) each of which has an Associate Contract with that End-User;

"Associate Group Owner" means the End-User where it has established or operates an Associate Group;

"Associate Group Solution" means a Solution (other than an External Transaction Solution) supplied or to be supplied by the Solutions Provider to the End-User where it is an Associate Group Owner for use by it and Associates participating in its Associate Group to the extent permitted pursuant to this Agreement;

"Cleansed Customer Database" means a Customer Database upon which Database Cleansing (or any element thereof) has been performed by the End-User;

"Cleansed End-User Database" means the End-User Database upon which Database Cleansing (or any element thereof) has been performed by the End-User;

"Confidential Information" means any information of a confidential or proprietary nature (irrespective of the form of presentation or communication including, but not limited to, computer software, databases and data, physical objects and samples) relating to the business, operations, customers, processes, budgets, product information, know-how and strategies of either party or Royal Mail;

"Corporate Licence Website" means the Royal Mail website that lists Corporate Licensees and which is generally accessible to persons which have entered into a licence agreement with Royal Mail for the use of PAF®;

"Corporate Licensee" means a legal entity which is licensed to use PAF® pursuant to an agreement with Royal Mail known as the **"Corporate Group Licence Agreement"**;

"Created Data" means any data added to an End-User Database or to a Customer Database or to create a new database where previously there was none, as a result of the carrying out of Data Creation;

"Customer Database" means an End-User Customer's electronic compilation of records, database or mailing list, which existed prior to any Database Cleansing being carried out pursuant to this Licence Agreement in respect of the same;

"Data" means the databases known as PAF® and/or Alias and any extracts from or updates to any of the same, that the End-User has elected to receive pursuant to the terms of this Licence Agreement as supplied or contained in any product, service or solution supplied by the Solutions Provider;

"Data Creation" means the use of the Data, whether incorporated in a Solution or otherwise, to create a new Record or Records by:

(i) add any PAF® Record or PAF® Records; and/or

(ii) add any PAF® Record Element or PAF® Record Elements;

in each case, to an End-User Database or to a Customer Database or to create a new database where previously there was none;

"Data Supply Medium" means the format on or method by which the Data is supplied or made available to the End-User;

"Database Cleansing" means any activity which involves the processing of an End-User Database or Customer Database using the Data and includes:

(i) the verification of an existing Record in the End-User Database or Customer Database as being the same as the entry on the Data;

(ii) the amendment of an existing Record in the End-User Database or Customer Database to correct the address so that it contains the same information as the entry on the Data;

(iii) the standardization of an existing Record in the End-User Database or Customer Database into a "PAF® format";

(iv) the flagging or marking of an existing Record in the End-User Database or Customer Database as being the same as the Data;

(v) adding further information derived from the Data to an existing Record in the End-User Database or Customer Database; and/or

(vi) extracting duplicate existing Records in the End-User Database or Customer Database;

but does not include Data Creation;

"Delivery Point" means a complete postal address (business or residential), including a Postcode, to which mail is delivered;

"End-User" shall mean the single legal entity entering into this Licence Agreement with the Solutions Provider;

"End-User Customer" means a customer of the End-User which has entered into a written agreement with the End-User in respect of it carrying out Database Cleansing for that customer;

"End-User Database" means the End-User's electronic compilation of records, database or mailing list which existed prior to any Database Cleansing being carried out pursuant to this Licence Agreement in respect of the same;

"European Commission Approved Transfers" means transfers of personal data: (a) within the European Economic Area (b) to such other countries as are approved from time to time by the European Commission as having an adequate level of protection for personal information or (c) which are protected by legislation or frameworks within other countries where such legislation or frameworks have been approved by the European Commission as having an adequate level of protection for personal information;

"External Transaction Solution" means a Solution whereby the End-User operates a publicly available website (or a technical equivalent) which offers products and services to its Service Recipients and which can capture, verify, update or amend an address or postcode entered by a Service Recipient;

"Intellectual Property Rights" means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

"Internal Transaction Solution" means a Solution whereby the End-User accesses or is able to access the Data for its own internal use by way of Transactions;

"Licence Agreement" means the terms comprising body of this agreement together with its annexes (if any);

"Limited Record Selection" means an option selected by the End-User which entitles it to access up to a maximum of two hundred thousand (200,000) PAF® Records across a maximum of up to four (4) adjoining Postcode Areas;

"Load-Balancing Purposes" means the purposes of splitting work, data, software or other materials between multiple computers, network links or other resources in order to optimise resource usage, minimise response time and improve reliability;

"Look Up Solution" means a Solution whereby the End-User offers a service to its Service Recipients by telephone, mobile telephone, PDA, on the internet or through other technical equivalents which allows a Service Recipient to obtain individual addresses or Postcodes for such Service Recipient's own personal use;

"Maximum Data Return" shall have the meaning given in the definition of "Transaction" in this clause 1;

"PAF®" means the database, or any part of it, known as the 'Postcode Address File' containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. **"PAF"** is a registered trade mark of Royal Mail;
"Permitted Subcontracting Purposes" means purposes of the provision of data storage and/or information technology services to the End-User or where the sub-contractor is otherwise acting on behalf of the End-User for the End-User's own internal business purposes;

"Postcode" means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses;

"Postcode Area" means the area identified by the outward part of the Postcode comprising the first two alphabetic characters;

"Record" means an individual entry in or to be made in a collection of data containing a Delivery Point or details of part of a Delivery Point and which may also contain a business or consumer name;

"Royal Mail" means Royal Mail Group Limited;

"Service Recipient" means a recipient of products or services from the End-User, whether a fee-paying customer or otherwise. For the avoidance of doubt, such recipient must be a third party and not a representative of the End-User itself;

"Solution" means any product, service or other solution of the Solutions Provider's which is modified or enhanced by, incorporated with, created using, derived from or derives benefit from, or involves the supply or the making available of the Data or any part of the Data (including the provision of raw Data). Such product, service or solution may: (i) be produced in any form, including any device, solution, software or database; (ii) be in written form or produced electronically; and (iii) include functionality, software, services or other data in addition to the Data itself;

"Solutions Provider" means the person licensed by Royal Mail (or sub-licensed by another person that is licensed to do so) to obtain copies and updates of the Data to enhance its own Solutions for supply to the End-User;

"Term" means the period agreed between the Solutions Provider and the End-User;

"Transaction" means, in response to a query relating to a Delivery Point (or part thereof) and/or the Alias data relating to a Delivery Point, a verification of that query and/or a return of data of up to a maximum of one hundred (100) Delivery Points and the Alias data relating to such returned Delivery Points ("**Maximum Data Return**"). For the avoidance of doubt:

(i) data comprising parts (rather than the whole) of Delivery Points may be returned;

(ii) further searches within the returned data (provided no additional data is returned as part of such search) are not considered to be a further **"Transaction";**

(iii) returns of data in excess of the Maximum Data Return shall be an additional "Transaction" or additional **"Transactions"** (as appropriate depending on the amount of data returned);

"User" means an individual work station or terminal or hand-held or otherwise portable device internal to the End-User; and

"Working Day" means any day which is not a Saturday, Sunday or public holiday in England.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.

1.3 In the event of any inconsistency or conflict between any provisions of the clauses of the main body of this Licence Agreement and any provision of the annexes, the former shall prevail, but only to the extent of the relevant conflict or inconsistency.

1.4 Clause headings are for ease of reference only and do not affect the construction of this Licence Agreement.

1.5 Any references in this License Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2. LICENCE

The End-User may use the Data in the Solution as provided to the End-User by the Solutions Provider on a non-exclusive, non-transferable, revocable basis, for the Term (unless terminated earlier), in accordance with the terms of this License Agreement.

3. LIMITS ON USE OF THE DATA

3.1 General Limits on Use

3.1.1 The End-User shall use the Data for its own internal use only except as and only to the extent expressly permitted pursuant to this License Agreement.

3.1.2 Except as is expressly permitted by the terms of this License Agreement, the End-User shall not:

3.1.2.1 use any of the Data or any Solution to create its own products or services containing any of the Data to provide or offer to any third party;

3.1.2.2 copy or reproduce (subject to clauses 3.1.3 and 3.1.4), extract, publish or reutilize the whole or any part of the Data;

3.1.2.3 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party.

3.1.3 The End-User may make copies of the Data to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery purposes and testing.

3.1.4 The End-User may also make identical copies of the Data supplied to it to the extent reasonably necessary for Load-Balancing Purposes. The End-User shall ensure that such copies are not used for any other purpose and shall notify the Solutions Provider where it does make any such copies.

3.1.5 Except as expressly stated in this License Agreement, the End-User shall not:

3.1.5.1 carry out any Data Creation unless it has the prior written consent of the Solutions Provider and then provided only that any such Data Creation is deemed to be a further copy of the Data;

3.1.5.2 subject to the provisions of Schedule 1 to Annex 3, supply or give access to any Created Data or any database or copy of a database (or, in each case, any part thereof) which includes any Created Data.

3.1.6 The End-User is permitted to carry out Database Cleansing only in respect of its own End-User Databases and Customer Databases (and in respect of such Database Cleansing and then the supply of a Cleansed Customer Database to the End-User Customer from which it originated as a Customer Database, this shall be known as **"Bureau Services"**) and not any other databases and provided that:

3.1.6.1 in respect of End-User Databases, it at all times complies with the provisions of clauses 3.1.7 to 3.1.11; and

3.1.6.2 in respect of Customer Databases, it at all times complies with the provisions of Part 6 of Schedule 1 to Annex 3.

3.1.7 The End-User shall only be entitled to use each Cleansed End-User Database for its own internal use and, subject to clauses 3.1.8 to 3.1.10, for supply to third parties.

3.1.8 For the purposes of clauses 3.1.9 and 3.1.10:

3.1.8.1 the meaning of "series of connected databases" shall include (but not be limited to) databases directly or indirectly derived from a single database or originating from the End-User or End-User Customer;

3.1.8.2 the meaning of "substantially all" can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;

3.1.8.3 the expression "normal data supply activities" includes any activities carried out by the End-User as part of or in connection with its day to day business of providing address database services to third parties and may, as appropriate, include (but not be limited to) mailing list supply to mailing houses or other mailing list purchasers and the provision of sample address lists for market research purposes, but shall not include further database cleansing by the End-User, or the licensing of any third party by the End-User to reproduce the Cleansed End-User Database or to use it for database cleansing purposes; and

3.1.8.4 any description of a "comprehensive postal address database" includes a description of an address database as comprising all or substantially all the delivery points in the United Kingdom, England, Scotland, Wales or Northern Ireland, or any description of similar meaning or effect.

3.1.9 Any Cleansed End-User Database, which (as a single database or as part of a series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland, may only be supplied by the End-User to a third party where it all times complies with the provisions of clause 3.1.10.

3.1.10 Any Cleansed End-User Database which (either on its own or as part of series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland may only be supplied by the End-User to third parties (the **"First Level Third Parties"**), and by such First Level Third Parties to other third parties (the **"Second Level Third Parties"**), provided that:

3.1.10.1 neither the End-User nor any third party shall at any time promote, market, represent or hold out the Cleansed End-User Database as being a "master" comprehensive postal address database or "original" comprehensive postal address database or as being of any similar description;

3.1.10.2 such Cleansed End-User Database shall be supplied by the End-User to a First Level Third Party or by a First Level Third Party to a Second Level Third Party, in each case only as part of its normal data supply activities;

3.1.10.3 any such supply to a Second Level Third Party is subject to a requirement that the Cleansed End-User Database shall at all times be used only for the internal purposes of any such Second Level Third Party (and not for supply to any other third party);

3.1.10.4 any such supply to a Second Level Third Party is subject to requirements on such Second Level Third Party not to reproduce or make any copies of the Cleansed End-User Database or of a substantial part thereof for supply to any other third party and not to make any such supplies; and

3.1.10.5 during the Term and for a period of six (6) years after the date of termination of this License Agreement, any supply to any First Level Third Party or Second Level Third Party is subject to a prominent notice stating that the Cleansed End-User Database has been cleansed against Royal Mail's PAF® being attached and embedded electronically in any soft copy of, and being attached to any hard copy medium comprising or containing any such Cleansed End-User Database.

The provisions of this clause 3.1.10 shall continue to operate after any expiry or termination of this License Agreement.

3.1.11 The End-User may include the following statement, provided only that its use is reasonable, on its business stationery and publicity material and provided that such use is not permitted after the date of expiry or termination of this Agreement: "[Name of End-User] processes databases against Royal Mail's PAF® and Alias databases."

3.1.12 During the Term and for a period of three (3) years after the date of termination of this Licence Agreement, the End-User shall, upon request provide within twenty (20) Working Days to the Solutions Provider, the name and contact details of all third parties to whom the Cleansed End-User Database has been supplied. The provisions of this clause 3.1.12 shall continue to operate after any expiry or termination of this Licence Agreement.

3.1.13 The provisions of Schedule 1 to Annex 3 (Advanced Options) shall also apply where the End-User receives or is able to access a Solution that is or includes the Look Up Solution, External Transaction Solution, Extended Use Solution, Associate Group Solution or Broker Group Solution or where it wishes to provide Bureau Services.

3.2 Data Protection

3.2.1 The Parties' attention is drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the **"Data Protection Requirements"**). The End-User acknowledges that Royal Mail is the data controller in respect of any personal data in the Data. Royal Mail and the Solutions Provider acknowledge that the End-User is the data controller in respect of any personal data in its own database whether it has been cleansed, modified or otherwise. The End-User agrees it will not do or omit to do any act which would place it, the Solutions Provider or Royal Mail in breach of the Data Protection Requirements and each Party warrants to the other that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the performance of this License Agreement. The End-User agrees that it shall:

3.2.1.1 implement appropriate technical and organizational measures to protect personal data within the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access;

3.2.1.2 promptly refer to Royal Mail (either directly or indirectly via the Solutions Provider any queries relating to the personal data within the Data from data subjects, the Information Commissioner or any other law enforcement authority, for Royal Mail to resolve;

3.2.1.3 promptly upon request from Royal Mail provide such information to Royal Mail as Royal Mail may reasonably require to allow it to comply, in relation to the personal data within the Data, with the rights of data subjects, including subject access rights, or with information notices served by the Information Commissioner; and

3.2.1.4 ensure that if, during the term of this License Agreement, it intends to make any transfers of personal data within the Data which are not European Commission Approved Transfers, then it shall, prior to any such transfer, obtain Royal Mail's consent and at the End-User's own cost provide such further information and sign such further documents, agreements or deeds as Royal Mail may require to ensure the adequate protection of the personal data.

For the purposes of this clause 3.2 "data controller", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the Data Protection Act 1998.

3.3 Sub-Contracting

3.3.1 The End-User shall be permitted to provide Data or allow the provision of or access to Data to its sub-contractors only for the purposes of and to the extent necessary for:

3.3.1.1 the provision of data storage and/or information technology services to the Solutions Provider; and/or

3.3.1.2 the sub-contractor to otherwise act on behalf of the End-User for the End-User's own internal business purposes;

and, in each case, only using the Data for the End-User's own business purposes and not otherwise for the sub-contractor's own purposes or benefit and only provided that it at all times complies with clause 3.3.2.

3.3.2 The End-User shall ensure that:

3.3.2.1 the Solutions Provider has given its prior written consent to the End-User's use of such sub-contractor within ten (10) Working Days of request and the End-User shall inform the Solutions Provider or Royal Mail (as appropriate) of the name and address of the sub-contractor and such other details as the Solutions Provider and/or Royal Mail may reasonably request; and

3.3.2.2 such sub-contractor has entered into a written agreement with the End-User on terms which reflect the use of the Data permitted pursuant to clause 3.3.2 and which are otherwise no less onerous, and which do not grant more extensive rights, than those contained in this License Agreement (the **"Sub-Contractor Agreement"**) in relation to the Data and which:

(a) includes termination provisions equivalent, as between End-User and its sub-contractor, to those set out in this License Agreement and which provide that the agreement will automatically terminate if this License Agreement is terminated or if the End-User otherwise ceases to be licensed to use and/or permit the sub-contractor to use the Data;

(b) contains provisions relating to confidentiality and to the ownership and protection of the Data and Intellectual Property Rights subsisting in and/or relating to the Data, which are no less onerous than and which do not grant more extensive rights than those contained in this License Agreement, including (without limitation) clauses 2 (License), 3 (Limitations on Use of the Data by End-Users), 6 (Liability) and 7 (Property Rights in the Data); and

(c) enables Royal Mail to directly enforce all terms relating to the Data by virtue of the Contracts (Rights of Third Parties) Act 1999; and

3.3.2.3 the End-User shall not be relieved of any of its obligations under this License Agreement and shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own and shall be responsible for all loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with such sub-contractor's use of or access to the Data;

3.3.2.4 the End-User promptly provides to Royal Mail copies of such Sub-Contractor Agreements as may be requested by Royal Mail (or the Solutions Provider on behalf of Royal Mail) from time to time.

4. END-USER OBLIGATIONS

4.1 The End-User shall keep a complete and accurate audit trail of all financial and non-financial transactions relating to this License Agreement and shall retain the same for a period of six (6) years. The End-User shall grant the Solutions Provider and/or Royal Mail and/or their agents reasonable accompanied access upon reasonable prior notice, during working hours, to its premises, accounts and records relevant to this License Agreement for the purposes of verifying and monitoring the End-User's compliance with its obligations under this License Agreement (the **"Audit"**) and shall provide all reasonable cooperation and assistance in relation to the Audit. Royal Mail shall not carry out an Audit more than once in any twelve (12) month period except where it reasonably suspects that the End-User has failed to comply with any of its obligations under this License Agreement.

4.2 The End-User shall comply with all laws and regulations applicable to its use of the Data.

5. FEES

5.1 The Solutions Provider acknowledges that the fees that it is charged by Royal Mail in relation to the Data and its subsequent usage by End-Users are calculated on the same basis as those charged to all solutions providers operating under the same or similar terms. Such fees may be amended by Royal Mail each year. The current fees are, and any varied fees will be, made publicly available by Royal Mail by being published on its publicly available website, which is currently at www.royalmail.com, from time to time. The Solutions Provider acknowledges that it is not under any obligation to Royal Mail to charge certain fees to the End-User.

5.2 The End-User acknowledges that it has made all reasonable efforts to ascertain if it is a Corporate Licensee in advance of paying any fees to the Solutions Provider, including making all reasonable enquiries of any parent companies and/or subsidiaries and checking the Corporate Licence Website.

5.3 Where the End-User is required by the Solutions Provider to pay any fees calculated on a Transaction basis (other than where this is an annual fee for unlimited Transactions) in relation to any Data stored by it (rather than by the Solutions Provider for the End-User to remotely access) then it shall ensure that access to that Data is controlled by means of a Transaction Management System. Notwithstanding the foregoing, the End-User shall at all times ensure that the Maximum Data Return is not exceeded in any single Transaction.

5.4 Where the End-User has elected to pay any fees for any of the Data calculated on per User basis the applicable fee shall be payable in respect of each User which has the ability to access any of the Data from time to time. The End-User shall not allow any Users in excess of the number that it has notified to the Solutions Provider to access or have the ability to access any of Data.

5.5 Where the End-User has elected to only be able to access, and hence pay any fees, for Data for certain Postcode Areas and/or "Limited Record Selection" then it shall ensure that it does not access any Data in excess of that Data so selected.

5.6 Where the End-User purchases a block or blocks of Transactions by the Solutions provider, each such block of Transactions shall remain valid for a period of twelve months from the date of supply or the making available of that block. At the end of each such twelve month period any unused Transactions in such block shall be deemed to be expired and, as directed by the Solutions Provider, shall either not be used or shall be charged for as if they were a further block.

6. LIABILITY

6.1 Royal Mail does not in any way warrant the accuracy or completeness of the Data and shall not be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with this License Agreement or its termination, except to the extent that such liability may not be lawfully excluded.

6.2 Royal Mail is not liable in any way in respect of any Data or Solutions provided by the Solutions Provider to the End-User.

6.3 Even if the Solutions provided to the End-User by the Solutions Provider are designated as Royal Mail approved, Royal Mail does not in any way warrant that such Solutions have been tested for use by any party or that such Solutions will be suitable for or be capable of being used by any party.

6.4 Royal Mail shall not be obliged in any circumstances to provide any Data or any Solutions direct to the End-User.

6.5 For the avoidance of doubt, neither party excludes liability for any personal injury or death which is caused by their negligence or for any other liability which may not be excluded by law.

6.6 The provisions of this clause 6 shall continue to operate after any expiry or termination of this Licence Agreement.

7. PROPERTY RIGHTS IN THE DATA

7.1 The Data and all Intellectual Property Rights subsisting in and/or relating to the Data from time to time are and shall remain the property of Royal Mail or its licensors. The End-User shall acquire no rights in the Data or the Intellectual Property Rights except as expressly provided in this Licence Agreement. This License Agreement shall not operate as an assignment by Royal Mail or the Solutions Provider of any Intellectual Property Right that may subsist in or relate to the Data.

7.2 Royal Mail reserves all its Intellectual Property Rights in the Data and reserves its rights under this Licensee Agreement (including all its rights to take enforcement action in respect of the same) in relation to any use of the Data (or any part of the Data) by the End-User and/or any End-User Customer which is not permitted under this Licensee Agreement. This shall include, without limitation, any provision to a third party of a copy of or access to any Cleansed End-User Database or Cleansed Customer Database or any other database which is in breach of or results from a breach of this Licence Agreement.

7.3 The End-User shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data.

7.4 The License Agreement does not grant to the End-User any right to use any of the trade marks, service marks, business names or logos of Royal Mail.

7.5 The provisions of this clause 7 shall continue to operate after the termination of this Licence Agreement.

8. ASSIGNMENT

The End-User shall not assign any of its rights or obligations under this Licence Agreement or otherwise transfer this License Agreement or any part of it (including any licence) without the prior written consent of the Solutions Provider.

9. GENERAL

9.1 This License Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.

9.2 The provisions of this clause 9 shall continue to operate after any expiry or termination of this Licence Agreement.

Schedule 1 to Annex 3 – Advanced Options

PART 1 – Look up Solutions

not offered

PART 2 - EXTERNAL TRANSACTION SOLUTIONS

Recitals

(A) External Transaction Solutions exist to allow End-Users to make limited amounts of Data available to third parties in order to confirm certain address details where a product or service is being made available to such third parties via the End-User's publicly available website.

(B) Where an End-User wishes to use any such External Transaction Solutions it must at all times do so on the terms and conditions consistent with this Part 2 of Schedule 1 to Annex 3.

1. External Transaction Solutions: Operative Provisions

1.1 Where the End-User uses an External Transaction Solution, the End-User shall:

1.1.1 only use the External Transaction Solution to carry out Transactions for the purpose of capturing, verifying, updating or amending details entered by a Service Recipient or prospective Service Recipient on the End-User's publicly available website and only for the purpose of dispatching a product (such purpose may include the provision of the Service Recipient's verified, updated or amended details to a postal or delivery service provider for the purposes of carrying out that dispatch) or for the purpose of the provision of a service, in each case that is offered on such publicly available website to the Service Recipient;

1.1.2 ensure that the External Transaction Solution is configured in such a way that a request is initiated by a Service Recipient of the End-User via the End-User's publicly available website to verify, update or amend a single address or Postcode entered by that Service Recipient on the End-User's publicly available website. Upon receipt of that request, the External Transaction Solution must respond by returning a correct address or Postcode or confirming that the address inputted is correct;

1.1.3 except where it is required by the Solutions Provider to pay only an annual fee rather than fees on a per Transaction basis, monitor the number of Transactions performed and report this accurately to the Solutions Provider;

1.1.4 not use the Data, or any part of it, as contained in the External Transaction Solution elsewhere in its organization or for any purpose other than to operate the External Transaction Solution.

1.2 The End-User shall not use the External Transaction Solution for any other purpose other than as permitted in paragraph 1.1 and shall not pass on any part of the Data obtained as a result of using the External Transaction Solution to any third party unless expressly permitted in accordance with this License Agreement.

not offered **PART 3 – EXTENDED USE SOLUTIONS**

not offered **PART 4 - ASSOCIATE GROUP SOLUTIONS**

not offered **PART 5 - BROKER GROUP SOLUTIONS**

PART 6 - DATABASE CLEANSING OF CUSTOMER DATABASES AND BUREAU SERVICES

Recitals

(A) The End-User is permitted to carry out certain database cleansing activities in respect of third party databases.

(B) Where the End-User cleanses a third party database and then supplies the resulting cleansed database back to that third party then it is intended that this shall be known as **"Bureau Services"**.

(C) Where an End-User wishes to carry out any such database cleansing activities, as Bureau Services or otherwise, it must at all times do so on the terms and conditions consistent with this Part 6 of Schedule 1 to Annex 3.

1. Database Cleansing of Third Party Databases and Bureau Services: Operative Provisions

1.1 The End-User shall be entitled to:

1.1.1 retain each Cleansed Customer Database provided that each such Cleansed Customer Database shall only be used by the End-User for its internal use only and, subject to paragraphs 1.2 to 1.5, below, for supply to third parties;

1.1.2 return each Cleansed Customer Database to the End-User Customer which supplied the relevant original Customer Database to the End-User provided that the End-User shall ensure that each such End-User Customer shall only:

1.1.2.1 use such Cleansed Customer Database for its own internal use; and

1.1.2.2 supply such Cleansed Customer Database to a third party provided it at all times complies with the provisions the equivalent of paragraphs 1.2 to 1.5, below.

1.2 For the purposes of paragraphs 1.3 and 1.4, below:

1.2.1 the meaning of "series of connected databases" shall include (but not be limited to) databases directly or indirectly derived from a single database or originating from the End-User Customer;

1.2.2 the meaning of "substantially all" can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;

1.2.3 the expression "normal data supply activities" includes any activities carried out by the End-User or End-User Customer as part of or in connection with its day to day business of providing address database services to third parties and may, as appropriate, include (but not be limited to) mailing list supply to mailing houses or other mailing list purchasers and the provision of sample address lists for market research purposes, but shall not include further database cleansing by the End-User or End-User Customer, or the licensing of any third party by the End-User or End-User Customer to reproduce the Cleansed Customer Database or to use it for database cleansing purposes; and

1.2.4 any description of a "comprehensive postal address database" includes a description of an address database as comprising all or substantially all the delivery points in the United Kingdom, England, Scotland, Wales or Northern Ireland, or any description of similar meaning or effect.

1.3 Any Cleansed Customer Database, which (as a single database or as part of a series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland, may only be supplied by the End-User to an End-User Customer (but not to any other third party) where such supply is at all times in compliance with the provisions of paragraph 1.4 and the End-User shall ensure that the End-User Customer shall only supply the same to a third party where such supply is at all times in compliance with the provisions of paragraph 1.4.

1.4 Any Cleansed Customer Database which (either on its own or as part of series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland may only be supplied by the End-User or End-User Customer to third parties (the "First Level Third Parties") and by such First Level Third Parties to other third parties (the "Second Level First Parties") provided that:

1.4.1 neither the End-User, the End-User Customer nor any third party shall at any time promote, market, represent or hold out the Cleansed Customer Database as being a "master" comprehensive postal address database or "original" comprehensive postal address database or as being of any similar description;

1.4.2 such Cleansed Customer Database shall only be supplied by the End-User to an End-User Customer, or by the End-User or End-User Customer to a First Level Third Party, or by a First Level Third Party to a Second Level Third Party, in each case as part of its normal data supply activities;

1.4.3 any such supply to a Second Level Third Party is subject to a requirement that the Cleansed Customer Database shall at all times be used only for the internal purposes of any such Second Level Third Party (and not for supply to any other third party);

1.4.4 any such supply to a Second Level Third Party is subject to requirements on such Second Level Third Party not to reproduce or make any copies of the Cleansed Customer Database or of a substantial part thereof for supply to any other third party and not to make any such supplies; and

1.4.5 during the Term and for a period of six (6) years after the date of termination of this Licence Agreement, any supply to any End-User Customer, First Level Third Party or Second Level Third Party is subject to a prominent notice stating that the Cleansed Customer Database has been cleansed against Royal Mail's PAF® being attached and embedded electronically in any soft copy of, and being attached to any hard copy medium comprising or containing any such Cleansed Customer Database.

The provisions of this paragraph 1.4 shall continue to operate after any expiry or termination of this License Agreement.

1.5 The End-User shall enter into a written agreement with each End-User Customer on terms which are no less onerous than and which do not grant more extensive rights than those contained in this Licence Agreement in connection with Bureau Services and which enables Royal Mail to directly enforce its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

1.6 The End-User may, and may permit the End-User Customer to, include the following statement, provided only that its use is reasonable, on its business stationery and publicity material and provided that such use is not permitted after the date of expiry or termination of this Agreement: "[Name of End-User or End-User Customer] processes databases against Royal Mail's PAF® and Alias databases."

1.7 During the Term and for a period of three (3) years after the date of termination of this Licence Agreement, the End-User shall, upon request, provide within twenty (20) Working Days to the Solutions Provider, the name and contact details of all third parties to whom Cleansed Customer Databases have been supplied. The provisions of this paragraph 1.7 shall continue to operate after any expiry or termination of this License Agreement.

***Not offered* – Schedule 2 to Annex 3 (*Using the Data for Market Research*)**

10. 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.

11. 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.

12. USPS SUBLICENSE AGREEMENTS:

DPV SUBLICENSE 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 SUBLICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR DPV BASED ON THE EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.

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.

13. 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 Unites States, its territories, and possessions, and only for updating addresses and mailing lists used to prepare Deliverables for deposit with USPS in conformance with USPS requirements
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 id does not have a right to sublicense, distribute, reproduce, perform, display, or sell the Interface or USPS's marks.

3. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF LACSLink, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP'S OR THE USPS' LIABILITY TO 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 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.

BIM
SAP BusinessObjects BI Starter Package
SAP BusinessObjects BI Package
SAP BusinessObjects Operational Information Management Package
SAP BusinessObjects Analytical Information Management Package
SAP BusinessObjects Explorer Blade Edition (Data Exploration Component)
SAP BusinessObjects Event Insight

GRC – Governance Risk and Compliance
SAP BusinessObjects Access Control
SAP BusinessObjects Process Control
SAP Business Objects Risk Management
SAP BusinessObjects GTS – Export
SAP BusinessObjects GTS – Import
SAP BusinessObjects GTS – Restitution
SAP BusinessObjects GTS – Trade Preferences
SAP BusinessObjects GTS – Bundle
SAP BusinessObjects GTS – Sanction Party List Service
SAP Electronic Customs Processing for AES (Automated Export System)
SAP BusinessObjects Electronic Invoicing for Brazil Nota Fiscale Electronica (NFE – Inbound)
SAP BusinessObjects Electronic Invoicing for Brazil Nota Fiscale Electronica (NFE - Outbound)
SAP BusinessObjects Sustainability Performance Management

EPM – Enterprise Performance Management
SAP BusinessObjects Planning & Consolidation, version for the Microsoft Platform
SAP BusinessObjects Planning & Consolidation, version for SAP NetWeaver
SAP BusinessObjects Business Planning, version for the Microsoft Platform
SAP BusinessObjects Business Planning, version for SAP NetWeaver
SAP BusinessObjects Business Consolidation, version for the Microsoft Plat.
SAP BusinessObjects Business Consolidation, version for SAP NetWeaver
SAP BusinessObjects Planning & Consolidation– NetWeaver Platform Access Component
SAP BusinessObjects Planning & Consolidation– Microsoft Platform Access Component
SAP BusinessObjects Strategy Management
SAP BusinessObjects Spend Performance Management
SAP BusinessObjects Financial Information Management (FIM)
SAP BusinessObjects Intercompany
SAP BusinessObjects Financial Consolidation

SAP BusinessObjects Profitability and Cost Management
SAP BusinessObjects XBRL Publishing by Ubmatrix
SAP BusinessObjects Supply Chain Performance Management (SCPM)

* Denotes Third Party Software