SAP Business Suite
SAP NetWeaver
SAP BusinessObjects
SAP Business One

SAP List of Prices and Conditions SAP Software and Support 2012/2 Switzerland

Version April, 2012

Not a valid pricelist.
Convenience Translation of the German language
SAP List of Prices and Conditions
Software and Support.
The German original is authoritative.

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PART 1 PRICES

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

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

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

This present document incorporating:

- SAP Price list (SAP Business Suite, SAP NetWeaver, SAP BusinessObjects), without the document „Pricing and Licensing Principles“ referenced therein

This present document together with the document named above form the SAP List of Prices and Conditions SAP Software and Support for SAP Business Suite, SAP NetWeaver, SAP Business Objects (Direct Sales).

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

This present document incorporating:

- SAP Price List SAP Business One, without the document „Pricing and Licensing Principles“ referenced therein

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

1.1 Price Calculation

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

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

If a database is licensed, calculate the database price by applying the appropriate percentage to the SAP Application Value
The database price is determined separately for discountable and non-discountable price list items.

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

Determine list price for items that do not contribute to the SAP Application Value (sub-total non-SAV items)
The list price subtotal for items that do not contribute to the SAP Application Value is determined separately for discountable and non-discountable price list items.

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

Determine standard volume discount percentage based on total list price
Determine relevant discount percentage from volume schedule

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

For SAP Business the following will apply**:**
The Volume discount (which will be calculated according to the SAP Price List for SAP Business One) cannot be applied in conjunction with any other discount offered by SAP. If the customer is receiving a corporate discount, the volume discount is replaced by the corporate discount.
The corporate discount is defined as the discount customers may receive according to the conditions of their existing contract.

1.2 Further Special Conditions for SAP Business One

1.2.1 Minimum license requirement

The contract price (in the following of this chapter also named “total contract value”) of an initial purchase needs to exceed CHF 124,000, with the contract price defined as list price minus volume or corporate discounts, calculated according to the SAP price list for SAP Business One, current from time.
The total contract value of subsequent purchases needs to exceed CHF 18,600 .

1.2.2 Support for SAP Business One

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

1.3 Term Based License

The monthly fee for term based license rental is expressed as a percentage of the corresponding remuneration for the corresponding paid up license. It depends on the minimum period of validity.

Fees paid for term based license cannot be set off against the price in a subsequent paid up license contract.

Term of Term based License	Monthly Fee for Term based License Enterprise Support	Monthly Fee for Term based License Standard Support	Monthly Fee for Term based License Product Support for Large Enterprises
12 months (initially committed term)	6.5 %	6.0%	5,9%
36 months (initially committed term)	5%	4.5%	4,4%

IMPORTANT NOTE: Availability of term based license contracts is restricted in the following countries.
Chile, China, Croatia, Hong Kong, Hungary, Ireland, Singapore, Switzerland, Taiwan

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

PART 2 SOFTWARE USE RIGHTS

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

Preamble

The terms on SAP Software use Rights set forth in this use document ("use Terms") apply to any Named Users and Packages (both as defined in Section 1.1.1 hereof) licensed pursuant to the Software Agreement referencing use this present documentuse . Except as otherwise set forth herein, each capitalized term referenced in these use Terms shall have the meaning given it in the Software Agreement or in the document "Standard Software License and Support, General Terms and Conditions SAP (Switzerland) Inc. (GTC).

1. Licensing Principles / Rules of Use

1.1 Definitions

1.1.1 As used in these use Terms:
1) each SAP Software (in the context of this document called "Software" or "SAP Software") and/or Third Party Software (both as defined in the GTC) product licensed pursuant to the Software Agreement referencing use this present document may be referred to as a "Software Package" (when referencing only Software) or "Third Party Software Package" (when referencing only Third Party Software) or "Package" (when referencing both Software and Third Party Software);
2) "Named User" shall mean any individual authorized by Licensee to use (in accordance with the terms of the Software Agreement) a Package, including without limitation employees of its Affiliates or its Business Partners;
3) "Named User License" shall mean the Metric and Licensed Level applicable to each Named User;
4) "Package License" shall mean the Metric and Licensed Level applicable to each Package;
5) "Metric" shall mean a) when referenced in the context of a Named User, the individual Named User category and type (and corresponding Named User definition setting for such Named User's use rights) as further described in Section 2.1 hereof -and- b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 2.2 hereof;
6) "Licensed Level" shall mean a) when referenced in the context of a Named User, the quantity of Metric for which each individual Named User category and type is licensed -and- b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed; and
7) "Software Agreement Software Agreement" shall mean the agreements on the license and support of standard software.

1.2 Standard License Principles / Rules of Use

1.2.1 *Named User License & Package License Required*. Except as otherwise specifically provided in Sections 1.3.2 and 3 hereof with respect to applicability of Named User Licenses, 1) the use of any Package requires both a Named User License and a Package License; 2) Licensee needs to hold a Named User License for any individual accessing any Package, and such Named User License shall define the extent to which such individual may use the Package, such use of the Package in all cases being further subject to the Package License and otherwise in accordance with the terms of the Software Agreement.

1.2.2 *Additional Named User Rules for SBOP and Legacy SBOP Software Not Licensed For Standalone Use*. "SBOP" and "Legacy SBOP" shall mean any Software identified as SBOP or Legacy SBOP, respectively, in Exhibit 1 to these Use Terms. Unless otherwise specifically set forth herein, all references to "SBOP" shall be deemed to include any licensed Software identified under any Software Agreement as "Legacy SBOP"; however, references to "Legacy SBOP" shall only mean any licensed Software specifically identified as "Legacy SBOP" on Exhibit 1.

Any licensed SBOP may only be used by individuals licensed as a Developer User, Business Expert User, Business Analytics Professional User or BI Limited User, and such use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software). Any licensed Legacy SBOP may only be used by individuals licensed as a Developer User, Business Expert User, Business Analytics Professional User, BI Limited User, or Business Information User, and such use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

1.2.3 *Runtime Software*. Licensed Package(s) may utilize limited functionality of other Packages, including but not limited to SAP NetWeaver Foundation, for which Licensee does not hold a license ("Runtime Software"). Until Licensee has expressly licensed the Runtime Software, Licensee's use of such Runtime Software is limited to access by and through the licensed Package(s), and any permitted Modifications thereto for the sole purpose of enabling performance of the licensed Package(s). In the event Licensee Uses a Package to build and/or operate a custom developed or third party application, additional licenses may be required.

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

1.2.5 *Operating Power Stations and Means of Mass Transportation.*
Software may not be used for process control in power stations or for control or monitoring of means of mass transportation.

1.2.6 *Add-Ons and Modifications*

"Add-on" means any software developed by Licensee or by a third party on Licensee's behalf communicating with the Software via SAP APIs that adds or supplements new and independent functionality to SAP Software, but does not constitute a Modification.

"API" means SAP's application programming interfaces, as well as other SAP code that allow other software products to communicate with or call on SAP Software (for example, SAP Enterprise Services, BAPIs, IDocs, RFCs and ABAP or other user exits) provided under the Software Agreement.

"IP Rights" ("Intellectual Property Rights") means without limitation any patents and other rights to inventions, copyrights, trademarks, trade names and service marks and any other intangible property rights and all related rights of use or commercialization.

"Modification" means any reworking of SAP Software developed by Licensee or by a third party on Licensee's behalf within the meaning of the Swiss Copyright Act ("URG") section 11 Nr. 1 lit. a, e. g. changes to the delivered source code or metadata

1.2.6.1 Except as otherwise agreed and except as expressly required by law or expressly permitted in this section 1.2.6, Licensee is not entitled to create, use, or make available to any third party any Modification of SAP Software. The creation of indirect works ("Werke zweiter Hand") is not permitted. Except as otherwise agreed and except as expressly required by law or expressly permitted in this section 2.3, Licensee is not entitled to use any software tool or API that is contained in SAP Software or is otherwise obtained from SAP to make any Add-On or to use any software tool or API so contained or obtained with any Add-On.

1.2.6.2 SAP points out that even a minor Modification to SAP Software may lead to possibly unpredictable and significant faults in the running of SAP Software and other programs and in communications between SAP Software and other programs. Faults may also arise because a Modification is not compatible with later versions of SAP Software. Neither SAP nor any Affiliate of SAP is under any duty to eliminate any fault arising in connection with a Modification, and nor is either otherwise answerable in respect of any such fault. Notably, SAP is entitled to change SAP Software, APIs, or both, without care for the compatibility of any Modification that Licensee uses with any later version of SAP Software. The foregoing provisions in this section 1.2.6.2 apply accordingly to the use of SAP Software together with Add-Ons.

1.2.6.3 Provided that the provisions in this section 1.2.6.3 are fulfilled and Licensee gives the covenant required in section 1.2.6.5, sentence 1, SAP grants to Licensee the right to make and use Modifications to SAP Software that SAP delivers to Licensee.

(a) Modifications may only be made in relation to SAP Software delivered in source code to Licensee by SAP.

(b) Before making or using Modifications, Licensee must comply with the registration procedure as currently set out by SAP at http://service.sap.com/sscr.

(c) Modifications must not enable the bypassing or circumventing of any of the restrictions set forth in the Software Agreement or in any other agreement between Licensee and SAP.

(d) Modifications must not provide Licensee with access to the SAP Software to which Licensee is not licensed.

(e) Modifications must not permit any mass data extraction from SAP Software to any non-SAP software, including use, modification saving, or other processing of data in the non-SAP software.

(f) Modifications must not impair, degrade, or reduce the performance or security of SAP Software.

(g) Modifications must not render or provide any information concerning SAP software license terms, SAP Software, or any other information related to SAP products.

(h) Modifications must be used only together with SAP Software and only in accordance with the contractually agreed license to use SAP Software.

1.2.6.4 Provided Licensee also complies with the provisions in section 1.2.6.3 (b) to (g) with respect to Add-Ons and gives the covenant required in section 1.2.6.5, last sentence, SAP grants to Licensee the right to use any software tool or API that is contained in SAP Software or is otherwise obtained from SAP to make Add-Ons and to use any software tool or API so contained or obtained with Add-Ons. The right applies only for Add-Ons that add functions to SAP Software and does not apply for Add-Ons that merely modify existing functions of SAP Software.

1.2.6.5 The right in the foregoing section 1.2.6.3 to make and use Modifications is conditional on Licensee's having given a covenant not to assert against SAP or its affiliates, or their resellers, distributors, suppliers, business partners, and licensees, any IP Right in any such Modification. Notably, SAP is entitled at any time to develop, use, or market Modifications with functions that are wholly or in any part identical with Modifications developed by or on behalf of Licensee, but SAP is not entitled to copy Licensee's software code. The foregoing provisions in this section 1.2.6.5 also apply accordingly to IP Rights in Add-Ons and to the right in section 1.2.6.4 to use any software tool or API that is contained in SAP Software or is otherwise obtained from SAP to make Add-Ons and to use any software tool or API so contained or obtained with Add-Ons.

1.2.6.6 In respect of any Modification, SAP is entitled to require from Licensee for reasonable consideration the grant of an unrestricted and unencumbered exclusive perpetual universal assignable license to use and exploit all of Licensee's IP Rights in the Modification concerned. That license includes, for example, the rights to copy, distribute, translate, process, arrange, and rework the Modification – with the exclusive right to use such reworking, and to publish and to grant sublicenses in the Modification, and to incorporate the Modification or any part of it into other software. If a license is granted as provided above in this paragraph, Licensee must on demand give to SAP without delay all relevant information and documents relating to the Modification concerned, including but not limited to the source code. Licensee must notify SAP promptly if it makes a Modification and must offer SAP a license in accordance with the foregoing paragraph. The foregoing provisions in this section 1.2.6.6 apply accordingly to IP Rights in Add-Ons.

1.2.7 *Import / Export*

The SAP Software is subject to the export control laws of various countries, including without limit the laws of the United States and Switzerland. Licensee agrees that it will not submit the SAP Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the SAP Software to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable legal regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the SAP Software by Licensee and its Affiliates.

1.2.8 . *VERIFICATION / ADDITIONAL LICENSES.*

Licensee must inform SAP in advance about any use of the SAP Software outside the contractually permitted use in writing. It requires its own contract with SAP with regard to the additional license required ("Additional License"). The Additional License is subject to the provisions of the LPC (List of Prices and Conditions) in force at the time of the execution of the Additional License.

SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures, which may include on-site and/or remote audit) the usage of the SAP Software. Licensee shall cooperate reasonably in the conduct of such audits. Reasonable costs of SAP's audit shall be paid by Licensee if the audit results indicate usage in breach of the Software Agreement.

In the event that an audit or other instance reveals that Licensee has used the SAP Software in excess of the contractual agreements, SAP and Licensee will execute an Additional License under a separate Software Agreement. SAP reserves all rights to claim damages.

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

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

1.3.2 *Standalone Use*. Software is licensed solely for Standalone use if identified as such in the applicable Software Agreement. SBOP Software licensed from any resellers, distributors or other third parties may be used solely for Standalone Use, unless otherwise agreed by SAP in writing in the applicable Software Agreement. "Standalone Use" means the Software (and any corresponding Third Party Software) may not be used to access, directly or indirectly, in any manner whatsoever, any other Software and/or Third Party Software licensed from SAP, or an authorized reseller, distributor, OEM or other authorized partner of SAP. Software licensed for Standalone Use, however, may be used with other Software (and any corresponding Third Party Software) that is licensed for Standalone Use.

As a rule, the use of Software licensed for Standalone use does not require a Named User License in addition to the Package License for the respective Software itself. For avoidance of doubt, all SBOP and/or Sybase Software licensed by a Business Objects entity or a Sybase entity prior to its legal integration with a successive SAP entity is deemed licensed for Standalone Use only.

1.3.2.1 Standalone Use of SBOP and Legacy SBOP Software. Use of SBOP and Legacy SBOP licensed for Standalone Use does require a Named User License in addition to the Package License for the actual SBOP or Legacy SBOP, respectively.

The only Named User types authorized to use SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional User, or SAP Application Standalone BI Business Analyst Limited User, and such use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

The only Named User types authorized to use Legacy SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional User, SAP Application Standalone BI Limited User, or SAP Application BI Viewer User, and such use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

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

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

1.3.5 *Development License*. Unless otherwise agreed in writing between the parties, if Licensee receives a development license, Licensee may use the number and type of licenses acquired only to develop or test such developments. A development license cannot be used in or transferred to a production environment.

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

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

2. Metrics

2.1 Named User Principles and Metrics

2.1.1 *Named User Principles.* Except as otherwise specifically provided in Sections 1.3.2 and 3 hereof with respect to applicability of Named User Licenses, only appropriately licensed Named Users may use a Package, and such use shall be subject to the "Named User License" and the "Package License", and be otherwise in accordance with the terms of the Software Agreement. The total number of licensed SAP Application Limited Professional Users must under no circumstances exceed the sum of licensed SAP Application Professional Users and SAP Application Business Expert Users. The transfer of a Named User License from one individual to another may only be done in if the individual to which the Named User License is assigned (i) is on vacation, (ii) is absent due to sickness, (iii) has his/her employment terminated, (iv) is moved into a new job function which no longer requires him/her to use any Packages or (v) is subject to a condition that is otherwise agreed by SAP.

2.1.2 Important Note for Licensees with Contracts from 2006 and Earlier. Such Licensees may have licensed one of the following previous user types: mySAP.com Users, SAP Business Suite Users, SAP ERP Users, Individual SAP solutions Users.
Licensees that have already licensed one or several of the above user types are permitted to license additional users of the same user types. Such Licensees are not permitted to license SAP Application Users within their existing SOFTWARE contract. Licensees with contracts from 2006 or later that contain SAP Application users are not permitted to license any of these previous user types.

2.1.3 *Named User Metric – Categories, Types and Corresponding Definitions.*

Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

2.2 Package Principles and Metrics

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

2.2.2 Package Metrics – Types and Corresponding Definitions.

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

3. Package Specific Terms / use RULES

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

3.2 **Applicability** This Section 3.2 applies to any Third Party Software Package (including, without limitation, databases) as well as for Third Party Software as part of a Package, both licensed pursuant to a Software Agreement respectively and control over any conflicting terms set forth in the GTC, subject to the following exception: The provisions herein on SAP's liability for Third Party Software are not applicable. The relevant provisions of the GTC apply exclusively. All Third Party Software Packages are restricted for use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not be used with any other Package, or on an individual basis. Unless otherwise specifically provided in Section 3 of the Use Terms, any use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.

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

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

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

3.3 Third Party Databases

3.3.1. If a runtime database is licensed and the Software Agreement does not exclude any Packages licensed thereunder from such runtime database license, then the following terms shall govern Licensee's use of such runtime database:

3.3.1.1. Licensee may only use the runtime database licensed pursuant to a Software Agreement referencing Use Terms in conjunction with its use of the Packages licensed pursuant to such Software Agreement. In the event Licensee Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.

3.3.2 If a runtime database is licensed and the Software Agreement excludes certain Software Packages licensed thereunder from such runtime database license ("Excluded Components"), then the following terms shall govern Licensee's use of such runtime database:

3.3.2.1 Licensee may only use the runtime database licensed pursuant an Software Agreement referencing use this present document in conjunction with its use of the Packages licensed pursuant to such Software Agreement that are not Excluded Components. In the event Licensee Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.

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

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

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

3.4 Standalone Use for Third Party Databases

If a Software Agreement referencing these Use Terms includes a Standalone Use restriction, then the following terms shall apply:

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

3.5 Pass-Through Terms

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 4, "Pass-Through Terms for Third Party Databases" and Exhibit 5 "Pass-Through Terms for Address Directories," respectively.

3.6 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/.

3.7 SAP Best Practices

Software Packages may be delivered with settings and master data that have been pre-configured to address the requirements of a specific industry sector or country (SAP Best Practices). SAP Best Practices are not licensed for use on productive systems.

3.8 SAP Tools

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

3.9 Function Modules

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

Exhibit 1 - Legacy SBOP and SBOP Software

Legacy SBOP

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

SBOP

Business Intelligence	Use Rights that do not require a named user license
BA&T SAP BusinessObjects BI Suite (user)	Access platform services; customize, personalize dashboards, BI widgets, and user profiles; view (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against predefined reports
BA&T SAP BusinessObjects BI Suite (Concurrent Session license ("CS"))	Access platform services; customize, personalize dashboards, BI widgets, and user profiles; view (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against predefined reports
BA&T SAP BusinessObjects Business Intelligence Platform (user)	Access platform services and view environment.
BA&T SAP BusinessObjects Business Intelligence Platform (CS)	Access platform services and view environment.
BA&T SAP BusinessObjects Business Intelligence Platform Mobile add-on (user)	View (i.e., refresh and interact) Mobile-enabled content
BA&T SAP BusinessObjects Business Intelligence Platform Mobile add-on (CS)	View (i.e., refresh and interact) Mobile-enabled content
BA&T SAP Crystal Reports (user)	View (i.e., refresh and schedule) reports
BA&T SAP Crystal Reports (CS)	View (i.e., refresh and schedule) reports
BA&T SAP BusinessObjects Web Intelligence (user)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) a predefined report
BA&T SAP BusinessObjects Web Intelligence (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) a predefined report
BA&T SAP BusinessObjects Analysis edition for OLAP (user)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Analysis edition for OLAP (CS)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Analysis edition for Office (user)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Analysis edition for Office (CS)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Dashboard (user)	View (i.e., refresh and interact) dashboard models
BA&T SAP BusinessObjects Dashboard (CS)	View (i.e., refresh and interact) dashboard models
BA&T SAP BusinessObjects Explorer (user)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Explorer (CS)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Explorer accelerated package (user)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Explorer accelerated package (CS)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Integration, version for ESRI GIS software by APOS (CS)	View data from business applications in a report, analysis or dashboard (indirect access)
BA&T SAP BusinessObjects Integration, version for ESRI GIS software by APOS (User)	View data from business applications in a report, analysis or dashboard (indirect access)

BA&T SAP BusinessObjects Predictive Workbench by IBM	Access platform services; customize, personalize dashboards, BI widgets, and user profiles; view (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against predefined reports
Enterprise Information Management	
SAP BusinessObjects Operational enterprise information mgmt package	View and drill down on information, read-only access to the application.
SAP BusinessObjects Analytical enterprise information mgmt package	View and drill down on information, read-only access to the application.
BA&T SAP BusinessObjects Data Services	View and drill down on information, read-only access to the application.
BA&T SAP BusinessObjects Information Steward	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Information Steward Multi-Source Integrators by MITI Add-on	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Event Insight	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Federator	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Integrator (DI)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Quality Management (DQM)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects DQM, version for SAP Solutions	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Quality Management SDK	View and drill down on reports, read-only access to the application.
GRC	
BA&T SAP BusinessObjects Access Control	Managers, executives and auditors who receive alerts, access reports and dashboards. End users who submit access requests or self-services. Access request approvers, certification reviews and remediation actions.
BA&T SAP BusinessObjects Process Control	Users who view reports & analytics. Such as control testing results, state of 'compliance heath' of the organization reports, control –risk coverage reports, or reports on state of control testing for a process or organization.
BA&T SAP BusinessObjects Risk Management	Users designated or acting as a risk owner to review and test assumptions and make adjustments, user who utilize the system for reports or supporting audits
BA&T SAP BusinessObjects GTS, Export	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Import	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Restitution	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Trade Preferences	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Bundle	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Goods Movement with EMCS	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Sanction Party List Service	View and drill down on reports, read-only access to the application.
BA&T SAP Electronic Customs Processing for AES (Automated Export System)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Electronic Invoicing for Brazil (NFE - Inbound)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Electronic Invoicing for Brazil (NFE - Outbound)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Sustainability Performance Management	View and drill down on reports, read-only access to the application other than users involved in the data-gathering process who respond to approval requests, enter sustainability-related data manually, and respond to surveys/workflows received. Maps to pre-configured roles of approver, business contributor and analyst
EPM	

BA&T SAP BusinessObjects Planning & Consolidation, version for the Microsoft Platform (BPC)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning & Consolidation, version for SAP NetWeaver (BPC)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning, version for the Microsoft Platform	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning, version for SAP NetWeaver	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Consolidation, version for the Microsoft Platform	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Consolidation, version for SAP NetWeaver	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning & Consolidation, SAP NetWeaver Platform Access Component	Not Applicable
BA&T SAP BusinessObjects Planning & Consolidation, Microsoft Platform Access Component	Not Applicable
BA&T SAP BusinessObjects Strategy Management	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Spend Performance Management	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Financial Information Management (FIM)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Intercompany	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Financial Consolidation	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Profitability and Cost Management	View Profitability and Cost Management data via MDX connector
BA&T SAP BusinessObjects Supply Chain Performance Management (SCPM)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Disclosure Management	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Notes Management	View and drill down on reports, read-only access to the application.
Mid Market solutions for Business Intelligence	
BA&T SAP BusinessObjects Edge BI, standard package (user)	View (i.e. refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report.
BA&T SAP BusinessObjects Edge BI, version with data integration (user)	View (i.e. refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report.
BA&T SAP BusinessObjects Edge BI, version with data management (user)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report.
BA&T SAP BusinessObjects Edge BI, standard package (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report.
BA&T SAP BusinessObjects Edge BI, version with data integration (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report.
BA&T SAP BusinessObjects Edge BI, version with data management (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report.
BA&T SAP BusinessObjects Edge BI, standard package NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report.
BA&T SAP BusinessObjects Edge BI, version with data integration NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report.
BA&T SAP BusinessObjects Edge BI, version with data management NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report.
BA&T SAP BusinessObjects Edge BI Publishing Add-On	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report.

Exhibit 2 - Named User Metrics and Package Metrics

Metrics Used with Named Users

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

SAP Application Business Expert User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) and also includes the rights granted under the SAP Application Professional User.

SAP Application Professional User is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Application Limited Professional User.

SAP Application Limited Professional User is a Named User authorized to perform limited operational roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Application BI (Business Information) User. The Software Agremeent has to define in detail the limited use rights being performed by such Limited Professional User.

SAP Application BI (Business Information) User is a Named User authorized to use (excluding the right to modify and/or customize) standard and interactive reports delivered with licensed Legacy SBOP, and reports created through use of licensed Legacy SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals. Each SAP Application BI User also includes the rights granted under the SAP Application Employee User.

SAP Application Employee User is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) travel planning / expense reporting self services, (iii) perform procurement self services, and (iv) room reservation self-services. Each SAP Application Employee User also includes the rights granted under the SAP E-Recruiting User, SAP Learning User and the SAP Application ESS User.

SAP Application Employee Self-Service User is a Named User authorized to perform the HR self-services role of employee time and attendance entry supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals. Each SAP Application ESS User also includes the rights granted under the SAP Application Employee Self-Service Core User and the SAP Human Capital Performance Management User.

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

SAP Application HANA Administrator User is a Named User authorized to perform all roles supported by licensed HANA Software (excluding the right to make Modifications and/or Add-ons) where used solely in conjunction with Non-SAP Applications, and includes the rights granted under the SAP HANA Application Viewer User.

SAP Application Standalone HANA Administrator User is a Named User authorized to perform all roles supported by HANA Software licensed for Standalone Use (excluding the right to make Modifications and/or Add-ons) where used solely in conjunction with specific application(s) that are licensed SAP Proprietary Information (also contractually restricted for Standalone Use) and that do not otherwise by themselves require an SAP Named User license and/or Non-SAP Applications, used solely in a Standalone Use manner subject to the contractual Standalone Use restriction, and includes the rights granted under the SAP HANA Standalone Viewer User.

SAP Application HANA Viewer User is a Named User authorized to use the licensed HANA Software to enable report reading and viewing functions solely in conjunction with Non-SAP Applications.

SAP Application Standalone HANA Viewer User is a Named User authorized to use the HANA Software licensed for Standalone use to enable report reading and viewing functions solely in conjunction with application(s) that are licensed Software or Third Party Software (also contractually restricted for Standalone Use) and that do not otherwise by themselves require an SAP Named User license and/or Non-SAP Applications used solely in a Standalone Use manner subject to the contractual Standalone use restriction.

SAP Application HANA Administrator Upgrade User is a Named User authorized to perform all roles supported by licensed HANA Software (excluding the right to make Modifications and/or Add-ons) where used solely in conjunction with Non-SAP Applications provided such Named User is also an individual licensed from SAP as an SAP Application HANA Viewer User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application HANA Viewer User for so long as Licensee continues to receive support under the Software Agreement.

SAP Application Standalone HANA Administrator Upgrade User is a Named User authorized to perform all roles supported by HANA Software licensed for Standalone Use (excluding the right to make Modifications and/or Add-ons) where used solely in conjunction with specific application(s) that are licensed Software or Third Party Software (also contractually restricted for Standalone Use) and that do not otherwise by themselves require an SAP Named User license and/or Non-SAP Applications used solely in a Standalone Use manner subject to the contractual Standalone use restriction provided such Named User is also an individual licensed from SAP as an SAP Application Standalone HANA Viewer User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Standalone HANA Viewer User for so long as Licensee continues to receive support under the Software Agreement.

SAP Application Business Expert Upgrade User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) provided such Named User is also an individual licensed from SAP as an SAP Application Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Professional User for so long as Licensee continues to receive support under the Software Agreement.

SAP Application Business Analytics Professional User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) and includes the rights granted under the SAP Application BI Limited User. For purposes of clarification, an SAP Application Business Analytics Professional User may extract data from any data source into SBOP and/or push data out of SBOP into any data source provided Licensee has secured an appropriate license for all such data source(s) (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into SBOP where the data source is non-SBOP Software and/or third party software licensed from SAP).

SAP Application Business Analytics Professional Upgrade User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) provided such Named User is also an individual licensed from SAP as an SAP Application BI Limited User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application BI Limited User for so long as Licensee continues to receive support under the Software Agreement. For purposes of clarification, an SAP Application Business Analytics Professional Upgrade User may extract data from any data source into SBOP and/or push data out of SBOP into any data source provided Licensee has secured an appropriate license for all such data source(s) and such use is otherwise in accord with the terms of the Software Agreement (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into SBOP where the data source is non-SBOP Software and/or Third Party Software licensed from SAP).

SAP Application BI Limited User is a Named User who is solely authorized to use one (1) of the following SBOP components, subject to each SBOP component being licensed: (i) Mobile Designer, (ii) Crystal Reports Designer, (iii) WEB Intelligence Designer, (iv) Explorer Designer, (v) Dashboard Designer, (vi) SAP BusinessObjects Analysis software edition for OLAP, or (vii) SAP BusinessObjects Analysis software edition for Microsoft Office. For purposes of clarification, an SAP Application BI Limited User may extract data from any data Source into one (1) of the stated SBOP components (where licensed) and/or push data out of one (1) of the stated SBOP components (where licensed) into any data source provided Licensee has secured an appropriate license for all such data source(s) (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into one (1) of the stated SBOP components where the data source is non-SBOP Software and/or Third Party Software licensed from SAP).

SAP Application Standalone Business Analytics Professional User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) licensed for Standalone use and also includes the rights granted under the SAP Application Standalone BI Limited User.

SAP Application Standalone BI Limited User is a Named User who is solely authorized to use one (1) of the following SBOP components, subject to each SBOP component being licensed for Standalone Use: (i) Mobile Designer, (ii) Crystal Reports Designer, (iii) WEB Intelligence Designer, (iv) Explorer Designer, (v) Dashboard Designer, (vi) SAP BusinessObjects Analysis software edition for OLAP, or (vii) SAP BusinessObjects Analysis software edition for Microsoft Office. The SAP Application Standalone BI Limited User also includes the rights granted under the SAP Application BI Viewer User.

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 licensed Legacy SBOP, and reports created through use of licensed Legacy SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals.

SAP Learning User is a Named User who is authorized to access solely the following learning solutions on SAP's price list, provided that those learning solutions are licensed. A SAP Learning User is not entitled to access other SAP solutions or solution components. The applicable learning solutions offered by SAP comprise the following:

7002075 SAP Learning Solution

7003485 SAP Enterprise Learning Environment

7011740 SAP Workforce Performance Builder Producer

7011741 SAP Workforce Performance Builder Manager

7011742 SAP Workforce Performance Builder Navigator

7011743 SAP Workforce Performance Builder Desktop Edition

7011744 SAP Workforce Performance Builder Enterprise Edition

7009559 SAP Acrobat Connect Professional Learning by Adobe7009558 SAP Acrobat Connect Professional Meeting by Adobe

7009560 SAP Productivity Pak by ANCILE - excl. North America

7009561 SAP Productivity Pak Help Launch Pad by ANCILE - excl. North America

7009562 SAP Productivity Composer by ANCILE - excl. North America

7009563 SAP Productivity Composer Help Launch Pad by ANCILE - excl. North America

7009639 SAP Productivity Pak by ANCILE - North America only

7009640 SAP Productivity Pak Help Launch Pad by ANCILE - North America only

7009641 SAP Productivity Composer by ANCILE - North America only

7009642 SAP Productivity Composer Help Launch Pad by ANCILE - North America only

SAP E-Recruiting User is a Named User authorized to access the E-Recruiting engine only. E-Recruiting Users are not entitled to access other SAP solutions or solution components.

SAP Human Capital Performance Management User is a Named User authorized to access the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals to maintain: (i) employee appraisals, (ii) talent and skill profiles, and (iii) profile match up.

SAP Manager Self-Service User is a Named User authorized to perform one or more of the following manager self-services related roles supported by the licensed Software (excluding SBOP): (i) request administrative changes using processes and forms contained within HCM, (ii) create requisition requests and candidate assessments, (iii) perform talent assessments and appraisals, (iv) plan and approve compensation, (v) obtain an budget overviews, (vi) organize project management tasks, (vii) perform planning tasks, (viii) approve travel requests and expenses, and (ix) perform workflow tasks. SAP Manager Self-Service User also includes the rights granted under the SAP Application Employee User.

SAP Banking User is a Named User solely authorized to access the specified industry packages for banks. Banking Users are not entitled to access other SAP solutions or solution components.

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

SAP Logistics User is a Named User solely authorized to perform following tasks for the applicable licensed Supply Chain Execution Software:

- Transportation Management: Looking up a freight contract, tracking a certain shipment and similar activities, update master data (rates, lanes, locations), Transportation request entry, transportation planning on, responding to RFP (request for proposal) for tendering, Event Management (EM) confirmation, charge calculation verification and similar activities.

- Warehouse Management: Confirm goods receipts and putaway, goods issues and picking and stock movements including replenishment, and production staging and enter physical inventory counts.

- Product and Item Traceability: Viewing a serialized and/or any tracked object on ad hoc basis, such as querying its current or past location or ascertaining product genealogy. User accessing product traceability solutions on an ad hoc basis to report goods movement or view traceability reports.

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

SAP Shop Floor User is a Named User working in Licensee's production facilities who is solely authorized to perform one or more of the following roles supported by the licensed Software: (i) display work instructions, and document activities and operations, (ii) confirm goods receipts, goods issues and stock movements, (iii) enter production order confirmations, (iv) record product or production information, e.g. quality inspection results or plant/process/equipment data, (v) enter production issues and related service requests, and (vi) reporting or dashboarding related to items (i)-(v). SAP Shop Floor also includes the rights granted under the SAP Application Employee User and SAP Application Visualization User.

SAP Maintenance Worker User is a Named User who is a maintenance worker solely authorized to perform one or more of the following roles supported by the licensed Software (excluding SBOP): (i) confirm maintenance notifications, (ii) enter time confirmations, goods issues, stock movements and completion confirmations into maintenance work orders, (iii) enter service requests and service request entry sheets, and (iv) any maintenance activities related to items (i) – (iii). SAP Maintenance Worker User also includes the rights granted under the SAP Application Employee User and SAP Application Visualization User.

SAP Engineering User is a Named User that is authorized to access the following data and objects solely via the Access Control Component (ACC) of the licensed SAP Collaborative Product Development Package, excluding in all cases access to any data or objects by or through SBOP portfolio products:
(i) Engineering-Bill-of-Material and Product Structure Management data;
(ii) Design Documents related to data under (i) in Document Management System (DMS);
(iii) the Business Context Viewer; and
(iv) 3D visualization content.
SAP Engineering User also includes the rights granted under the SAP Application Visualization User. In the case of individuals who are employees of Licensee, the SAP Engineering User also includes the rights granted under the SAP Application Employee User.

SAP Procurement Self-Service and Collaborator User is a Named User who is authorized to perform the following self-service roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals to: (i) create shopping carts or requisitions, check, receive or collaborate items in a requisition, (ii) request sourcing or contracting support, review and/or approve items, for sourcing or contracting other than as a personnel manager, participate in RFX scoring, provide supplier feedback, view reports or search system content, and (iii) upload compliance information or recipe component information. Each SAP Procurement Self-Service User also includes the rights granted under the SAP Application ESS User.

SAP Partner Channel User is a Named User who is an employee of Business Partners who is solely authorized to perform one or more of the following channel management functionalities contained within the licensed Software (excluding SBOP): (i) Channel Marketing, (ii) Channel Sales, (iii) Partner Order Management, (iv) Channel Service, (v) Partner & Channel Analytics, and (vi) Partner Management.

SAP Solution Extension Limited User is a Named User solely authorized to use one (1) Third Party Solution licensed by SAP. SAP Solution Extension Limited Users are not entitled to access other SAP solutions, solution components, or data stored in such solutions. SAP Solution Extension Limited User can only be licensed to access the following product: SAP extended ECM by Open Text, SAP Digital Asset Management by Open Text and SAP Intelligence Analysis for Public Sector by Palantir and SAP Application Visualization by iRise (including the add-on for SRM, add-on for general SAP solutions).

SAP CRM User is a Named User only authorized to Use (excluding the right to make Modifications and/or Add-ons) CRM Software licensed under the Software Agreement (if any, the "Licensed CRM Software"). An SAP CRM User may extract data from any data source into any Licensed CRM Software and/or push data out of any Licensed CRM Software into any data source provided Licensee has secured an appropriate license for all such data source(s) and such Use is otherwise in accord with the terms of the Software Agreement. An additional SAP Named User License will not be required solely for the one-way extraction of data into Licensed CRM Software where the data source is Software (other than Licensed CRM Software) and/or third party software licensed under the Software Agreement.

SAP CRM Rapid Deployment Edition User is a Named User solely authorized to (i) access the SAP CRM Rapid Deployment Edition and (ii) perform SAP ERP order-status checks through SAP CRM. Access to other SAP software requires a SAP Application Business Expert User, a SAP Application Professional User or a SAP Application Limited Professional User license. The rights granted to a SAP CRM Rapid Deployment Edition User are included in the existing SAP Application Business Expert User, SAP Application Professional User and SAP Application Limited Professional User. The SAP CRM Rapid Deployment Edition User also includes the rights granted under the SAP Application Employee User.

SAP Application Visualization User is a Named User who is solely authorized to Use (i) Visual Enterprise Generator, (ii) Visual Enterprise View Edition Generator, (iii) Visual Enterprise Generator .JT extension, (iv) Visual Enterprise Navigation & Analytics, (v) Visual Enterprise Author, and (vi) Visual Enterprise ECAD Extension, subject to each Visual Enterprise component being licensed. An SAP Application Visualization User may not Use (including, without limitation, access any data stored in) any other Software or third party software licensed under this Agreement.

SAP Application Standalone Visualization User is a Named User who is solely authorized to Use (i) Visual Enterprise Generator, (ii) Visual Enterprise View Edition Generator, (iii) Visual Enterprise Generator .JT extension, (iv) Visual Enterprise Navigation & Analytics, (v) Visual Enterprise Author, and (vi) Visual Enterprise ECAD Extension, subject to each Visual Enterprise component be licensed for Standalone Use. An SAP Application Standalone Visualization User may not Use (including, without limitation, access any data stored in) any other Software or third party software licensed under this Agreement.

SMB Professional User on SAP Business Suite is a Named User authorized to access the same functional scope as in 2005. The exact functional scope can be obtained from the Additional Terms & Conditions Document for SAP Resellers. The license of this user is reserved to already existing SMB Professional User customers.

SAP NetWeaver Gateway User is a Named User who is authorized to use licensed Software from the SAP Business Suite portfolio solely through a separate application that indirectly accesses the licensed Software via SAP NetWeaver Gateway. Service calls through SAP NetWeaver Gateway may use stateless protocols only. A stateless protocol is one that treats each request for information as an independent transaction that is unrelated to any previous request so that the communication consists of independent pairs of requests and responses.

SAP Platform Advanced User is a Named User who is authorized to use licensed Software solely through a separate application: A) that (i) adds any new, independent functional components for business processes not contained by the SAP Software, (ii) is developed using a licensed SAP technology, and (iii) connects to and/or communicates through published SAP application program interfaces; and B) which shall in no case (i) enable the bypassing or circumventing of any of the restrictions set forth in the Software Agreement, (ii) provide Licensee with access to any Software to which Licensee is not licensed, and/or (iii) permit mass data or metadata extraction from SAP Software to non-SAP software for the purpose of creating a new system of record for that data or metadata. The SAP Platform Advanced User also includes the rights granted under the SAP Platform Standard User and SAP Platform Extended User.

SAP Platform Extended User is a Named User who is authorized to use licensed Software solely through, and to the extent enabled by, one or more applications that (i) have been certified by SAP's Integration and Certification Center as a platform user compliant solution ("PULCS") for SAP Platform Extended Users (a list of then current PULCS applications certified for SAP Platform Extended Users can be found at "https://ecohub.sdn.sap.com/irh/ecohub/pul_compliant" (including any successor site(s) as made known by SAP from time to time, the "PULCS Site")) and (ii) Licensee has first secured all appropriate rights to use such PULCS application(s) from the applicable licensor(s) (i.e. no Software and/or third party software licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s), shall be considered a PULCS application for purposes of this Named User type, even if such applications are reflected on the PULCS Site).

SAP Platform Standard User is a Named User who is authorized to use licensed Software solely through, and to the extent enabled by, one or more applications that (i) have been certified by SAP's Integration and Certification Center as a platform user compliant solution ("PULCS") for SAP Platform Standard Users (a list of then current PULCS applications certified for SAP Platform Standard Users can be found at "https://ecohub.sdn.sap.com/irh/ecohub/pul_compliant" (including any successor site(s) as made known by SAP from time to time, the "PULCS Site")) and (ii) Licensee has first secured all appropriate rights to use such PULCS application(s) from the applicable licensor(s) (i.e. no Software and/or third party software licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s), shall be considered a PULCS application for purposes of this Named User type, even if such application(s) are reflected on the PULCS Site).

SAP NetWeaver Developer User is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of developing and modifying applications (i) that are not licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s) and (ii) for which Licensee has first secured all appropriate rights from any applicable licensor(s). The SAP NetWeaver Developer User also includes the rights granted under the SAP NetWeaver Administration User.

SAP NetWeaver Administrator User is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of administering and managing applications (i) that are not licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s) and (ii) for which Licensee has first secured all appropriate rights from any applicable licensor(s).

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

SAP Business Suite / individual SAP solution Business Expert User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) and also includes the rights granted under the SAP Business Suite Professional User

SAP Business Suite / individual SAP solution Professional User is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Business Suite/ individual SAP solution Limited Professional User.

SAP Business Suite / individual SAP solution Limited Professional User is a Named User authorized to perform limited operational roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Business Suite Business Information User. The Software Agreement has to define in detail the limited use rights being performed by such Limited Professional User.

SAP Business Suite / individual SAP solution 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. Each SAP Business Suite Business Information User also includes the rights granted under the SAP Business Suite Employee User.

SAP Business Suite / individual SAP solution Employee User is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) travel planning / expense reporting self services, (iii) perform desktop procurement self services, and (iv) room reservation self-services. Each SAP Business Suite Employee User also includes the rights granted under the SAP E-Recruiting User, SAP Learning User and the SAP Business Suite ESS User

SAP Business Suite / individual SAP solution Employee Self-Service User is a Named User authorized to perform the HR self-services role of employee time and attendance entry supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals. Each SAP Business Suite ESS User also includes the rights granted under the SAP Business Suite Employee Self-Service Core User and the SAP Human Capital Performance Management User.

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

SAP Business Suite Business Expert Upgrade User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) provided such Named User is also an individual licensed from SAP as a SAP Business Suite Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business Suite Professional User for so long as Licensee continues to receive support under the Software Agreement.

SAP Business Suite B2B Sales User is a Named User who is an employee of Business Partners who is solely authorized to perform one or more of the following order management related roles supported by the licensed Software: (i) check product availability, (ii) configure an order, (iii) place an order, (iv) check order status, and (v) order management activities related to items (i) – (iv).

SAP ERP Business Expert Upgrade User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) provided such Named User is also an individual licensed from SAP as an SAP ERP Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP ERP Professional User for so long as Licensee continues to receive support under the Software Agreement.

SAP Application Professional Upgrade User is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) provided such Named User is also an individual licensed from SAP as an SAP Application Limited Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Limited Professional User for so long as Licensee continues to receive support under the Software Agreement.

SAP Application Limited Professional Upgrade User is a Named User authorized to perform limited operational roles supported by the licensed Software (excluding SBOP) provided such Named User is also an individual licensed from SAP as an SAP Application Business Information User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Business Information User for so long as Licensee continues to receive support under the Software Agreement.

SAP Application Business Information Upgrade User is a Named User authorized to use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Legacy SBOP, and reports created through use of the licensed Legacy SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals provided such Named User is also an individual licensed from SAP as an SAP Application Employee User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Employee User for so long as Licensee continues to receive support under the Software Agreement.

SAP Application Employee Upgrade User is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) perform talent management self-services (including employee appraisals, employee development plans, employee training registration, and employee opportunity inquiry and response), (iii) travel planning / expense reporting self services, (iv) perform procurement self services, and (v) room reservation self-services provided such Named User is also an individual licensed from SAP as an SAP Application Employee Self Service (ESS) User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Employee Self Service (ESS) User for so long as Licensee continues to receive support under the Software Agreement.

SAP Application Standalone Business Analytics Professional Upgrade User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) licensed for Standalone Use provided such Named User is also an individual licensed from SAP as an SAP Application Standalone BI Limited User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Standalone BI Limited User for so long as Licensee continues to receive support under the license agreement.

SAP Business Suite Professional Upgrade User is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) provided such Named User is also an individual licensed from SAP as a SAP Business Suite Limited Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business Suite Limited Professional User for so long as Licensee continues to receive support under the Software Agreement.

SAP Business Suite Limited Professional Upgrade User is a Named User authorized to perform limited operational roles supported by the licensed Software (excluding SBOP) provided such Named User is also an individual licensed from SAP as a SAP Business Suite Business Information User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business Suite Information User for so long as Licensee continues to receive support under the Software Agreement.

SAP Business Suite Business Information Upgrade 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 provided such Named User is also an individual licensed from SAP as a SAP Business Suite Employee User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business Suite Employee User for so long as Licensee continues to receive support under the Software Agreement.

SAP Business Suite Employee Upgrade User is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) perform talent management self-services (including employee appraisals, employee development plans, employee training registration, and employee opportunity inquiry and response), (iii) travel planning / expense reporting self services, (iv) perform procurement self services, and (v) room reservation self-services provided such Named User is also an individual licensed from SAP as a SAP Business Suite Employee Self Service (ESS) User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business Suite Employee Self Service (ESS) User for so long as Licensee continues to receive support under the Software Agreement.

SAP ERP Professional Upgrade User is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) provided such Named User is also an individual licensed from SAP as an SAP ERP Limited Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP ERP Limited Professional User for so long as Licensee continues to receive support under the Software Agreement.

SAP ERP Limited Professional Upgrade User is a Named User authorized to perform limited operational roles supported by the licensed Software (excluding SBOP) provided such Named User is also an individual licensed from SAP as an SAP ERP Business Information User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP ERP Business Information User for so long as Licensee continues to receive support under the Software Agreement.

SAP ERP Business Information Upgrade User is a Named User authorized to use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Legacy SBOP, and reports created through use of the licensed Legacy SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals provided such Named User is also an individual licensed from SAP as an SAP ERP Employee User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP ERP Employee User for so long as Licensee continues to receive support under the Software Agreement.

SAP ERP Employee Upgrade User is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) perform talent management self-services (including employee appraisals, employee development plans, employee training registration, and employee opportunity inquiry and response), (iii) travel planning / expense reporting self services, (iv) perform desktop procurement self services, and (v) room reservation self-services provided such Named User is also an individual licensed from SAP as an SAP ERP Employee Self Service (ESS) User and both such Users are licensed for the same runtime database, if any. If receiving support under the Software Agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP ERP Employee Self Service (ESS) User for so long as Licensee continues to receive support under the Software Agreement.

Metrics Mainly Used with Enterprise Extensions

Enterprise Foundation Package comprises SAP ERP and five (5) SAP Application Professional Users.

Orders per Year are defined as the total number of externally created sales and service or purchase orders processed per year. Externally created orders are those orders that are not entered by a SAP Named User.

Master Records represent one contractual relationship between the company and an employee whose payroll is being calculated.

Positions are defined as the positions within an organization, business unit, geographic location, etc. that will potentially be recruited using SAP E-Recruiting. Note that this is not the same as the number of vacancies in any given year. Each position equates to one and only one employee, regardless of whether the position is defined as part-time or full-time. For example, assume a company has 10,000 positions and 4,000 are white collar and 6,000 blue collar. They use SAP E-Recruiting to fill the white collar positions, but some other solution (or paper) to fill the blue collar positions. The SAP E-Recruiting engine price would be based on 4,000/500 = 8 blocks.

Learner is defined as any individual accessing the application and engaging in any learning services being processed by the application.

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

Revenue is defined as the annual income that a company receives from its normal business activities and other revenue from interest, dividends, royalties or other sources.

For SAP Account & Trade Promotion Management and SAP Trade Promotion Optimization only the revenue needs to be considered which is associated with the business or division which the capabilities of this package will be applied against.

Operating Budget is defined as total annual public sector budget of SAP customer (i.e. agency, institution, program or department)

Program Budget is defined as the budget for applying the defense organization resources (organic or contracted) to deliver the requisite capability defined by the program delivery mandate and managed in the licensed Software.

Assets under Management are defined as the total assets disclosed in the balance sheet, insofar processed by the SAP Software.

User is defined as the individual directly or indirectly accessing the Software.

For SAP Real Estate Management: User is defined as the individual who manages office, retail and industrial property and similar portfolios. It is applied for both, owned and operated space, and includes commercial as well as corporate real estate management.

For SAP Oil & Gas secondary Distribution: User is defined as the individual accessing one or more SAP Oil & Gas Secondary Distribution transaction codes.

Rental Units are defined as all rental objects that are managed with SAP Real Estate Management.

Parcels of Land are defined as units of land managed by the Software.

Employees are defined as total number of employees (including contract workers) employed by the Licensee.

Commission Recipients are persons who receive payments of any type via SAP Incentive and Commissions Management.

WCM Plant is defined as a physical plant or a network location.

Service Transactions are defined as the total sum per annum of tickets/cases, complaints, incidents, service contracts, warranty claims and service orders per business support functional domain.

Financial Objects are defined as the number of financial objects (sum of Group Account, Operational Account, Cost Element, company, profit center, cost center) stored in the Master Data Governance system.

Hedge Volume refers to the volume of financial assets and/or liabilities for which Hedge accounting of interest rate risk shall be implemented. The larger the volume managed the more Hedge functions will be needed.

Supplier Data Objects are defined as the number of active supplier objects (vendors) stored in the “Master Data Governance for Supplier” system

Customer Data Objects are defined as the number of active customer objects stored in the “Master Data Governance for Customer” system.

Product Data Objects are defined as the number of active material objects (material, products, article) stored in the “Master Data Governance for Material” system.

Custom Data Objects are all master data objects stored in SAP Master Data Governance solutions that are not of type Financials, Business Partner (incl. Supplier, Customer) or Materials, and are created using the Master Data Governance framework, such as Contract, Location, Asset, Equipment, Contract, etc. Data extensions to the standard object types (Financials, Business Partner (incl. Supplier, Customer) or Materials) specified above are not considered user defined-object types.

Metrics Mainly Used with Line of Business and Industry Portfolios

Accounts are defined as accounts (checking, savings and trading accounts) or transactions (securities transactions (spot + forward deals) and MM / FX transactions). Accounts in the context of the SAP Capital Yield Tax Management are defined as the number of accounts (e.g. checking, savings and trading accounts) that use the CYT component to calculate taxes or identify tax exemptions.

Active Contracts are defined as an agreement between a utility company and a business partner to provide electricity, gas, water, sewage services or waste / cleaning services to the business partner. Thereby a separate contract has to be set up for each service provided (e. g. a utility company provides a business partner with electricity, water and cleaning services, thus three separate contracts have to be set-up). A contract is active if the contract ending date is later or equal to the system date.

Active Partner Organizations are defined as the number of active partner organizations with which a brand owner is doing business.

Active Registered License Plates are defined as registered vehicle License Plates that received an invoice during the last 12 months.

Ad sales value is defined as the total estimated value of all advertising sales generated in SAP Advertising Sales for Media per year.

Annual Public Sector Budget is defined as the total annual public sector budget of an SAP customer (i.e. agency, institution, program or department).

Annual Revenue and Expenses (for SAP Billing for Telecom) are defined as the Annual Revenue received and Annual Expenses paid (commissions, royalties, revenue share, etc.) based on pricing and sales events processed through the SAP Billing for Telecom. Revenue and Expenses are both positive values so that expenses do not net against revenue.

Annual Revenue and Expenses (for SAP Charging and Billing for Banking) are defined as the Annual Revenue received and Annual Expenses paid (commissions, royalties, revenue share, etc.) based on pricing and transactions that are actually processed by SAP Charging and Billing e.g. annual revenue and expenses (commissions, royalties, revenue share etc.). Revenue and Expenses are both positive values for this purpose i.e. Expenses are not netted against Revenue numbers.

Annual Revenue and Royalties (for SAP Charging and Billing for High Tech) are defined as the amount of Annual Revenue Received and Royalties etc. based on pricing and sales events processed through the SAP Charging and Billing for High Tech. Revenue and Royalties etc. are both positive values which means expenses do not net against revenue.

Average Processed Transactions/Trips per day (over 12 months) is defined as the number of transactions/Trips/Event Detail Records/Billing Items per day passed either into Convergent Invoicing or to Event Detail Records Billing. The number of transactions per day is measured as the average number of transactions over the last 12 months.

Backorder is defined as the average number of backorder tasks processed in the backorder cockpit per calendar year.

Banking Commission Recipient is defined as a person who receives payments of any type via ICM related to a bank's business (existing commission contract).

Bank Cards are defined as the number of cards accounts (Credit Cards, Check cards) that will be priced using the Price Optimization solution on an annualized basis

Base & Remote Locations: A base location is a central warehouse or distribution center from which the remote locations are supplied with spare parts and materials. Offshore facilities (e.g. platforms) or remote on-shore facilities are examples for remote locations in the Oil & Gas industry. Mines or processing centers are examples for remote locations in the Mining industry.

Big Tickets are defined as the number of objects (assets) financed in leasing contracts in one calendar year. Based on the value of the leased asset (financed amount), 5 different ticket sizes are defined for SAP Leasing. Big tickets are e.g. machines for energy management, high-value cars, custom specific machinery, printing machines, home automation (asset value of CHF 125,001 - CHF 620,000).

BOEPD Produced: BOEPD means Barrel of Oil Equivalent per Day. It is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons (whether from conventional or unconventional sources). For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD is provided in the table below. For BOEPD produced only the produced hydrocarbons are applicable. If pricing cannot be based on BOEPD Produced (new ventures with no crude or gas production), the planned or estimated production of the venture shall apply.
BOEPD produced in USA: BOEPD means Barrel of Oil Equivalent per Day. It is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons (whether from conventional or unconventional sources). For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD is provided in the table below. For BOEPD produced in USA only the hydrocarbons produced in USA are applicable. If pricing cannot be based on BOEPD Produced (new ventures with no crude or gas production), the planned or estimated production of the venture shall apply.

BOEPD produced outside US: BOEPD means Barrel of Oil Equivalent per Day. It is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons (whether from conventional or unconventional sources). For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD is provided in the table below. For BOEPD produced outside US only the hydrocarbons produced globally except the US.A If pricing cannot be based on BOEPD Produced (new ventures with no crude or gas production), the planned or estimated production of the venture shall apply.

BOEPD scheduled/planned: BOEPD means Barrel of Oil Equivalent per Day. It is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons (whether from conventional or unconventional sources). For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD is provided in the table below.. For BOEPD scheduled/planned only the scheduled/planned hydrocarbons are applicable.

BOEPD sold: BOEPD means Barrel of Oil Equivalent per Day. It is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons (whether from conventional or unconventional sources). For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD is provided in the table below.
For BOEPD sold only the sold hydrocarbons are applicable.

Conversion rules: Metric Definitions listed above are based on the metric BOEPD (Barrel of Oil Equivalent per Day). A customer might want to use the packages for different oil products (e.g. crude oil, refined products like gasoline, natural gas, or Liquefied petroleum products - LPG) and/or measures in other unit-of-measures (UoM) than barrels. In order to enable the conversion of those products and UoMs into BOEPD, the following conversion table can be used.

Conversion Factors:

To Convert					
Crude Oil*	tonnes (metric)	kilolitres	barrels	US gallons	tonnes/ year
From	**Multiply by**				
Tonnes (metric)	1	1.165	7.33	307.86	-
Kilolitres	0.8581	1	6.2898	264.17	-
Barrels	0.1364	0.159	1	42	-
US Gallons	0.00325	0.0038	0.0238	1	-
Barrels/day	-	-	-	-	49.8

***Based on worldwide average gravity.

From				
Products	**barrels to tonnes**	**tonnes to barrels**	**kilolitres to tonnes**	**tonnes to kilolitres**
	Multiply by			
LPG	0.086	11.6	0.542	1.844
Gasoline	0.118	8.5	0.740	1.351
Kerosene	0.128	7.8	0.806	1.240
Gas oil / diesel	0.133	7.5	0.839	1.192
Fuel oil	0.149	6.7	0.939	1.065

To Convert

Natural Gas & LNG	billion cubic meters NG	billion cubic feet NG	million tonnes oil equivalent	million tonnes LNG	trillion British thermal units	million barrels oil equivalent
From	**Multiply by**					
1 billion cubic meters NG	1	35.3	0.90	0.73	36	6.29
1 billion cubic feet NG	0.028	1	0.026	0.021	1.03	0.18
1 million tonnes oil equivalent	1.111	39.2	1	0.805	40.4	7.33
1 million tonnes LNG	1.38	48.7	1.23	1	52.0	8.68
1 trillion British thermal units	0.028	0.98	0.025	0.02	1	0.17
1 million barrels oil equivalent	0.16	5.61	0.14	0.12	5.8	1

Units of Measure

1 metric tonne = 2204.62 lb.
= 1.1023 short tonnes
1 kilolitre = 6.2898 barrels
1 kilolitre = 1 cubic meter
1 kilocalorie (kcal) = 4.187 kJ = 3.968 Btu
1 kilojoule s(kJ) = 0.239 kcal = 0.948 Btu
1 British thermal unit (Btu) = 0.252 kcal = 1.055 kJ
1 kilowatt-hour (kWh) = 860 kcal = 3600 kJ = 3412 Btu

OGSD User: A SAP Oil & Gas Secondary Distribution user is a user working with one or more SAP OGSD transaction codes.

Business Partner

Business Partners for SAP In-House Cash are defined as active business partner master records with financial transactional data within the last 2 years. Active business partners are the relevant subsidiaries, headquarters and external banks. External banks are defined as banks to be used for cash transfer between the In-House Cash Center (Headquarter) and the external bank.

Business Partners for SAP Bank Communication Management are defined as active business partner master records with financial transactional data within the last 2 years. Active business partners are the relevant customers and vendors with financial transactional data within the last 2 years.

Business Partner for SAP Constituent Services for Public Sector is defined as a constituent or a grant applicant.

Business Partner for SAP Payment Processing for Public Sector and SAP Receivables and Payables Management for Public Sector is defined as a constituent, organization or company.

Business Partner for SAP Tax and Revenue Management for Public Sector is defined as a constituent, a taxpayer, a tax agent / tax accountant. Citizens accessing the above packages for a strongly restricted set of tasks (i.e. viewing of documents, change of address, paying of bills and confirmations of delivery and e-filing) do not require a user license.

Cash Control Points are defined as the number of cash control points like bank offices (branches), ATMs, central vaults and central bank vaults modeled and used for planning the currency network demand and supply in APO (Advanced Planning and Optimization).

Claims Cases are defined as the number of new claims created in Claims Management during a one year period.

Classified ads are defined as the number of advertisement versions designed with the SAP ad editor in a one year period.

Commodities Sold is defined as the number of commodities sold (e.g. Copper Concentrate, Molybdenum, Iron Ore, Gold, Coal, Lead) as modeled in SAP ERP.

Consumer Loans is defined as the number of Consumer Loans (Auto Loans that will be priced using the Price Optimization tool, on an annualized basis.

Contract Account for SAP Customer Financial Management for Utilities and SAP Customer Financial Management for Wholesale Utilities is defined as an account in which posting data for contracts or contract items are processed for which the same collection/payment agreements apply.

Contract Account for SAP Customer Financials Management for Telecommunications and SAP Convergent Invoicing for Telecommunications is defined as an account in which posting data for contracts or contract items are processed for which the same collection/payment agreements apply. Pricing is based on maximum number of Contract accounts in master file.

Contract Account for SAP Bill-to-Cash Management for Postal and SAP Bill-to-Cash Management for Postal, option for convergent invoicing: A contract account in this context is defined as an account in which posting data for contracts or contract items are processed for which the same collection/payment agreement applies. Pricing is based on the maximum number of contract accounts in the master file. Contract accounts are customer sub-ledgers to accumulate open items and payments. Per customer various accounts may be used.

Corporate Accounts are defined as the number of Corporate Accounts. Corporate Accounts are high value and highly individualized deposits and payment products for the corporate market, often part of hierarchical account structures / groups. Pricing typically on basis of account group not based on single accounts (e.g. cash pooling). Corporate Accounts can be included in a master contract and in this case can be managed by a SAP for Banking application or via an external system.

Corporate Customers are defined as the number of Customer Files, which is the number of business partners (customers, prospects, contacts, etc.); distinguished between Retail Customers, Corporate Customers and Bank Employees (in case of Employee Help Desk); all business partners related to/relevant for the planned usage of the solution (specific department/branch, customer group, etc.) need to be counted. In case of Employee Help Desk (using SAP Solution Manager) this metric needs to be applied for the help desk staff. For employees only reporting problems an Employee User will be charged.

Corporate Loans are defined as highly individualized loans products for the corporate market with a high value.

Customer is defined as the number of active partner records in data base.

Customers Marketed to is calculated as:

The number of unique customers who have been part of any active (released) campaign in a given calendar year

PLUS

the number of unique, active members in loyalty programs in a calendar year

A member is considered active as long as the status of their membership record is “active” in the SAP CRM system, regardless of the number of activities recorded by them.

Dead Weight Tons (DWT) are defined as the amount of weight a ship is carrying or can safely carry. For other modes of transportation, a DWT corresponds to a Ton.

Deposits are defined as the number of deposits accounts (Saving, Money Market, Checking, CDs etc) that will be priced using the price Optimization solution on an annualized basis.

Derivatives are defined as a financial instrument whose value is based on another security.

Device is defined as a Point of Sales Device, or Mobile Device for Mobile POS application.

Employees Scheduled is defined as the maximum number of employees that need to be considered during a scheduling run.

Equipment Items are defined as equipment master records. Each equipment master record which is assigned to Equipment and Tools Management (ETM) is counted for pricing. An equipment master record can be configured as a single item (e.g. a crane), or as a “multi-part equipment” (which could have, e.g., 100 drilling machines in inventory), in both cases only one equipment master record is counted for pricing.

Events are defined as the maximum number of event data records that are processed and stored in database over a one year period.

Finished Items are defined as the total number of additional finished items created or maintained per year by the customer. A finished item represents vehicles and major assemblies, like engines, axles, and transmissions. Warranty claims, which are created by Dealer Business Management (DBM) service orders, sent or received out of the SAP DBM system and which are not further processed, are covered. In case of extended use of warranty functionalities this exception is not applicable. Pricing of warranty claims (service requests) will follow the pricing of “SAP Aftersales Support for Automotive”.

Finished Products are defined as the number of finished items planned in the rapid planning matrix, sequencing table and / or model mix planning.

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

Full Time Registered Students or Equivalents is defined as:

- Number of Full-time Students: i.e. Student who are registered for a full course load for the current academic year at the institution.
- Number of Equivalents of Full-time Registered Students (for example, a Part Time student could represent a fraction of a Full Time student).

Fundable Assets are defined as Funding Workplace, Mortgage & Leasing.

Funded Assets are defined as all contracts (leasing, loans etc) managed by SAP Funding Management which are currently refinanced. In this context, the effective amount is the sum of all refinancing transactions in status “fixed” or “funded”..

Gross written premium (GWP) of an insurance company is defined as the total gross premiums of a fiscal year, insofar processed by the SAP solution.

Gigawatt (GW) is defined as the measurement of installed capacity. Installed capacity is the maximum production capacity of a plant based on the rated capacity. For a power plant both the electrical power as well the thermal power has to be considered. The installed capacity of a power plant is measured in Watt and commonly used as Megawatt (MW) or Gigawatt (GW).

Home Equity Products are defined as the number of home equity loans and lines (such as HELOC, HEL, and FRLO) that will be priced using the price Optimization solution on an annualized basis.

High Value Loans: Number of High Value Loans. High value loans normally have a complex structure and a high level of individualization on customer level in the area of corporate banking. They are possibly included in refinancing via syndications.

Interaction Records are defined as the total number of interaction records created per year by the SAP CRM interaction center.

Joint Venture is defined as a contractual agreement joining together two or more parties for the purpose of executing a particular business undertaking. All parties agree to share in the profits and losses of the enterprise. The maximum number of Joint Ventures per year needs to be considered.

License Revenue is defined as the annual value that a company creates from intellectual property license monetization that is handled within the SAP IPM system. License Revenue includes financial validation for deals which is implemented in SAP IPM but does not result in an incoming payment e.g. barter deal.

Limit Sets are defined as the number of current Limit sets that are used in the system.

Loans Volume in Balance Sheet: Loans Volume in Balance Sheet.

Logistic Locations are defined as plants, distribution centers, customers and suppliers/vendors modeled in SAP APO (Advanced Planning and Optimization) where products or resources are planned.

Location w. the Customer Collaboration scenario is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any e.g. plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Customer Collaboration. This includes all customer locations, that e.g. receive goods, and all supplier locations, that e.g. ship goods, or locations that are otherwise necessary to define in the system when running the Customer Collaboration scenarios.

Location w. Outsourced Manufacturing scenario is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any e.g. plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Outsourced Manufacturing. This includes all contract manufacturer owned and managed locations as well as all customer side locations that e.g. receive goods or are necessary to define in the system when running the Outsourced Manufacturing scenarios.

Location w. Quality Collaboration scenario is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any e.g. plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Quality Collaboration. This includes all supplier owned and managed locations as well as all customer side locations that e.g. receive goods or are necessary to define in the system when running the Quality Collaboration scenarios.

Location w. Supplier Collaboration scenario is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any e.g. plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Supplier Collaboration. This includes all supplier owned and managed locations as well as all customer side locations that e.g. receive goods or are necessary to define in the system when running the Supplier Collaboration scenarios.

Location w. Lean Manufacturing scenario is defined as all partner locations (both customer locations and supplier locations) in the master file of the SNC solution (ICH), as well as all connected JIT/JIS-partners (Just-in-time/Just-in-sequence) in the table JITCU. Each licensed partner location additionally contains 50.000 in-bound JIT/JIS calls per year. In this case the connected Partner locations / partners are counted per plant of the customer to calculate the license fee (e.g. 2 supplier plants of one company shipping to one customer plant is to be counted as 2 partner locations).

Maintenance Object is defined as all objects defined in the MSP (Maintenance and Service Planning) master file (major assemblies such as aircraft, engine).

Marketing Transactions: are defined as the number of active campaigns defined within the SAP CRM system plus the number of active Market Development Funds (MDF) program memberships per year. An active MDF program membership is one in which a partner has submitted at least one MDF initiative request in that year.

Medium Tickets are defined as the number of objects (assets) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing. Medium tickets are e.g. trucks, big cars, construction equipment and forklifts (asset value of CHF 62,001 - CHF 124,000).

Mortgages are defined as the number of mortgage accounts that will be priced using the Price Optimization solution on an annualized basis.

Micro Loans are defined as highly standardized, low value loans, given by a bank or other institution in emerging countries. Micro loans can be offered, often without collateral, to an individual or through group lending.

Micro Saving Accounts are defined as highly standardized deposit services that allow people to store small amounts of money for future use, often without minimum balance requirements. It cannot be a fixed deposit account.

Number of Cases per year are defined as the related information around a specific event that is processed by a case manager. As a related concept a case would be the information maintained in a physical file folder that is now maintained as a record in the SAP system.

Number of Loyalty Members in the SAP CRM system is defined as the actual 12 months average number.

Number of Partner Organizations is defined as the number of partner organizations maintained in the SAP CRM system.

Number of Records is defined as the actual 12 months average number of business partners and marketing prospects maintained in the SAP CRM System.

Number of Sales Employees are defined as the total number of employees (including contract workers) and business partners using the SAP CRM Sales software.

Objects are defined as contracts for financial products that are sold in the retail market and in OTC (over-the-counter) trading (examples: loans, credit facilities), and standardized products that can be bought and sold in an open market (stock exchange) (e.g. Shares, Listed Options, Bonds).

Outpatient Days in Year: One Outpatient Days is counted when one patient has been treated as an outpatient in one calendar day, independently of the quantity of work done on that day and on how the work was documented in the SAP system (in one or more treatment cases, and within cases as one or more visit movements).

P/C/S Cashflow Based: Cash flow based loans except retail loans are defined as:
1. Private Banking / Complex Individual / SME Banking / Mortgages include products with a certain level of personalization on customer level for individuals and small/medium enterprises.
2. Corporate loans are highly individualized loans products for the corporate market and can also have a complex structure.
3. Securities positions

Participant is defined as a member of an Access Control Context, or a user utilizing Business Contex Viewer creating/updating Engineering Records, utilizing Recipe Management for an user actively using the Status&Action Management.

Patients treated in Year: Number of patients treated in one calendar year in the institutions supported by the SAP system. Patients are only counted once, no matter how many times they are treated in the hospital within the year.

Persons in treated Population is defined as the number of persons belonging to the population that is treated in the healthcare network to which the Software is applied**.**

Physical Locations are defined as all mines, concentrators, processing plants, smelters, refineries, distribution centers (stock piles), and ports.

PoD (Point of Delivery) with an advanced active meter assigned. A Point of Delivery (PoD) is the point to which a utility service or other service is supplied. A meter is advanced if it supports bidirectional communication (also known as “smart meter”); a meter is active if the status in the system has been set to “active” (usually done after the meter has been installed to show the meter is ready); a meter is “assigned” to a PoD if it has been built into an installation and this installation has been assigned to the PoD.

Postal Items are defined as the number of event handler records created by postal objects like parcels, registered mail and alike that are processed and stored in the database over a one year period. This does not include Mail containers like mailbags, postal totes, palettes etc.

Process is defined as the number of jobs or processes that can be run through the licensed Software concurrently.

Production Tons: Production Tons is defined as the production volume over the period of a year.

Small Plant: is defined as a plant with up to 500 employees: A plant is a physical site owned or operated by an enterprise supported by the Software. Employees per plant are all employees and contractors working in the plant.

SAP Product Structure Synchronization: Every outsourced manufacturing plant will be considered as small plant. An outsourced manufacturing plant is a physical site owned or operated by a supplier or partner who is part of the engineering to manufacturing scenario supported by Product Structure Synchronization.

Midsize Plant is defined as a plant with 501 up to 5.000 employees. A plant is a physical site owned or operated by an enterprise supported by the Software. Employees per plant are all employees and contractors working in the plant.

Large Plant is defined as a plant with more than 5.000 employees. A plant is a physical site owned or operated by an enterprise supported by the Software. Employees per plant are all employees and contractors working in the plant.

For SAP Operations Management for Mining: Plants are mines, concentrators, processing plants, smelters, refineries, distribution centers (stockpiles) and ports. Employees include own employees in the operations, contractors, administration and maintenance staff.

PoDs: PoD (Point of Delivery) is the point to which a utility service or other service is supplied.

Portfolio Budget managed with SAP Business Planning for T&L (Transport and Logistic) or SAP New Product Development and Introduction for CP is defined as the total annual (calendar or fiscal year) budget of combined “active” portfolio items contained in SAP Business Planning for T&L or SAP New Product Development and Introduction for CP.

Point of Sales (POS) is defined as a physical store or shop-in-shop. Pricing is based on the total number of POS entries in the master file.

POS Transactions: Annual number of sales orders based on one-order documents which are triggered by the SAP CRM system and PoS (Point-of-Sale) transaction line items which are executed in the SAP CRM system.

Private Banking / SME Accounts: Private Banking /SME Accounts are defined as the number of Private Banking / SME Accounts. Deposits account products with a certain level of individualization on customer. Private Banking / SME Accounts can be included in a master contract and in this case can be managed by a SAP for Banking application or via an external system.

Private Banking, Complex Individual, SME Loans: Number of Private, Complex Individual or SME Loans. This business type covers the management of products with a certain level of personalization on customer level for individuals and small/medium enterprises. The product spectrum covers the same type of product as retail banking, but having a higher complexity, higher level of individualization and value.

Public Sector Spend Budget: Annual public sector spend budget as published records of budget year procurement obligations.

R&D Spend Volume: Annual expenditure of company or relevant business units on R&D activities from financial statements, including headcount, equipment and related projects.

Retail Accounts: Number of Retail Accounts. Retail Accounts are standardized deposits products with simple structures and small value for the mass market. Internal accounts are also to be classified as retail accounts. Retail Accounts can be included in a master contract.

Retail Accounts plus Retail Loans are defined as the sum of all retails accounts and retail loans:

Retail Cashflow: Cash flow based retail loans are defined as standardized cash flow based loan products for the mass market segment of individuals. The product spectrum covers loans with simple structures and small values for financing consumer products, auto/cars and voyages.

Retail Customers: Number of Customer Files = number of business partners (customers, prospects, contacts, etc.); distinguished between Retail Customers, Corporate Customers and Bank Employees (in case of Employee Help Desk); all business partners related to/relevant for the planned usage of the solution (specific department/branch, customer group, etc.) need to be counted.
In case of Employee Help Desk (using SAP Solution Manager) this metric needs to be applied for the help desk staff. For employees only reporting problems an Employee User must be licensed.

Retail Loans: Number of Retail Loans. Retail loans are standardized loan products for the mass market segment of individuals. The product spectrum normally covers loans with simple structures and small values.

Rights Spend: is defined as the total amount of a company's annual expenditure for the acquisition of intellectual property rights. Rights Spend includes financial validation of deals which are implemented in SAP IPM (Intellectual Property Management) but do not result in outgoing spent e.g. barter deals.

Sales Employees using SAP sales are defined as the total number of employees (including contract workers) and business partners using the SAP CRM Sales Software.

Sales Orders are defined as the annual number of sales orders based on order documents which are executed in and triggered from SAP CRM .

Sales Value is defined as the total estimated sales value generated in SAP Product Sales and Distribution for Media per year.

Secured Corporate Receivables are defined as highly individualized receivables (loan, credit, facility …) product for the corporate market, managed either by a SAP for Banking application or in an external system, secured by one or more collateral objects.

Secured Micro Loans are defined as a small amount of money loaned to a client by a bank or other institution, offered with a collateral, to an individual or through group lending.

Secured Private Banking, Complex Individual, SME Receivables are defined as receivables (loan, credit, facility) with a high level of individualization on customer level, managed either by a SAP for Banking application or in an external system, secured by one or more collateral objects.

Secured Retail Receivables are defined as standardized receivables (loan, credit, facility, etc.) product for the mass market, managed either by a SAP for Banking application or in an external system, secured by a collateral object.

Service Inquiries are defined as the annual number of service related inquiries; including service process types: complaints, service orders, service incidents, service requests, repair order request for changes, warranty claims & problems.

Service Parts Inventory is defined as the current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

Service Requests and Warranty Claims are defined as the number of service related inquiries per year, including service process types: complaints, service orders, service incidents, service requests, repair order request for changes, warranty claims & problems plus the number of warranty claims (processed within ERP).

Shipment is defined as a physical shipment of cargo from origin to destination. Shipments are consolidated shipments as represented in the software in a one year period.

> Logistic Service Providers: Shipments are consolidated shipments (orders/bookings/jobs or item lines) as represented in the system in a one year period. The industry terms "bill of lading" (road, air or sea) also refers to a shipment within the SAP system.
>
> Mill Products: Shipments are consolidated shipments as represented in the system in a one year period .In the mill products industry, shipments correspond to deliveries, shipments, containers, trucks or railcars.
>
> Consumer Products: Shipments are consolidated shipments as represented in the system in a one year period. In the consumer products industry, shipments correspond to deliveries, orders or loads (=vehicles).
>
> Postal: Shipments are consolidated shipments as represented in the system in a one year period. Deliveries are always considered as freight units. Additional to the deliveries, also containers, handling units, orders, vehicles or packets can be freight units.

Small Tickets are defined as the number of objects (assets) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing. Small tickets are e.g. small cars, medical devices, IT equipment (asset value of CHF 6,201 - CHF 62,000).

Spare Parts Material Master Records are defined as the current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

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 Spend Volume in Brazil is to be considered.

Subscriptions are defined as an agreement between the customer and the provider for the access to or use of a service provided under certain terms and conditions. One customer or subscriber could have one or many different subscriptions for different or similar services. In a bundle, every included main service subscription counts as 1 subscription (e.g. in a Triple Play bundle with Mobile, Internet Broadband and IPTV services, 3 subscriptions would be charged). For any Electromobility service this is an active subscription

Syndicated Loans: Syndicated Loans on a wholesale basis, i.e. big tickets (e.g. for infrastructure projects).

Telecom Orders are defined as the total annual number of telecom orders and subscriptions (for individual service products or bundles), change processes (e.g. tariff or subscription changes) and cancellations.

Titles are defined as the Number of titles actively managed during the last three years period, as reported by the publisher.

Tonnage Produced: maximum tonnage produced on one day.

Trips/vehicle related services (per day) are defined as the total number of transactions per day processed by the convergent charging system, which are defined as pricing outputs (where one input as Event Detail Record/Billable item can generate one or several pricing outputs). In case several parties participate to the Trip/vehicle related service, the additional transactions triggered by the SAP Convergent Charging engine for settlement purposes need to be counted in addition to the original transactions.

Transaction per Day: Transactions per day are defined as the total number of transactions per day processed by the convergent charging system, which are defined as pricing outputs (where one input can generate one or several pricing outputs). The amount of Transactions per Day licensed must be sufficiently large to accommodate for peak load days, i.e. on any given day of the year the actual Transactions per Day volume of pricing outputs must be less than or equal to the licensed Transactions per Day volume.

Prepaid Telecommunications: Pricing or charging outputs for accounts that have paid or were paid in advance for the services consumed.

Postpaid Telecommunications: Pricing or charging outputs for accounts that will pay or be paid for the services consumed after invoice or payment statement generation.

Travel Claims are defined as any Trip or Expense Report that is entered into SAP TM and submitted for claim.

Vehicles: Number of finished items ordered in one year. Finished items are vehicles and major assemblies like engines, axles, and transmissions.

Very Big Tickets are defined as the number of objects (assets) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing. Very big tickets are e.g. ships, power stations, oil platforms, aircrafts, complex IT projects (asset value of > CHF 620,000).

Very Small Tickets: Very small Tickets are defined as the number of objects (assets or services without asset) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing. Very small tickets are e.g. PC, laptops, copy machines, printers (asset value of CHF 0 - CHF 6,200).

Weighted Size of Organization in FTE: The weighted size of the organization reflects the number of Full Time Equivalents (FTEs) employed in the organization – including military and civilian personnel & reserve.

Warehouse is defined as a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products).

Small Warehouse is defined as a Warehouse with up to 5.000 delivery items per day. A Warehouse is a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products). For purposes of determining the size of a warehouse, a delivery item is the individual inbound and outbound delivery line item of the actual delivery for a goods receipt or a goods issue, which may consist of material, quantity, location specification, put-away or picking date, and batch.

Midsize Warehouse is defined as a Warehouse with 5.001 up to 35.000 delivery items per day. A Warehouse is a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products). For purposes of determining the size of a warehouse, a delivery item is the individual inbound and outbound delivery line item of the actual delivery for a goods receipt or a goods issue, which may consist of material, quantity, location specification, put-away or picking date, and batch.

Large Warehouse is defined as a Warehouse with more than 35.000 delivery items per day. A Warehouse is a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products). For purposes of determining the size of a warehouse, a delivery item is the individual inbound and outbound delivery line item of the actual delivery for a goods receipt or a goods issue, which may consist of material, quantity, location specification, put-away or picking date, and batch.

Web Channel User is defined as employees of external Business Partners who are solely authorized to perform Business to Business sales and/or service management and/or user maintenance activities supported by the web channel software.

Metrics Mainly Used with SAP NetWeaver

CPU: Every CPU that runs at least parts of the licensed software is considered in its entirety.

When counting physical CPUs, each core of a physical CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted.

When counting virtual CPUs, each core of a virtual CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted. If the software will run in a pure virtual environment, physical CPUs will not be considered.

CPU metric value calculation: For each CPU, the first processor core shall be multiplied by 1, and each incremental processor core is multiplied by 0.5. The sum for all CPUs shall then be rounded up to the next whole number.

Adapter Type: Backend Applications Adapters need to be licensed per adapter usage type (i.e connectivity to Oracle, Siebel, etc.) irrespective of the number of installations or connected systems; no matter whether the adapter is used together with an SAP solution requiring SAP PI or used in a custom developed scenario.

GB per Month is the overall message volume expressed in Gigabytes (GB) per month which is processed by the respective SAP Application.

Installation: An installation is defined as an instance of the software installed at a designated device.

Blade memory is defined as memory of the blade.

EDI Relation is defined as a unique relation with a partner per business document type & format sent or received using at least one component of the B2B add-on. An EDI relation is counted per integrated partner (e.g. sender, receiver), document type (e.g. orders, invoice) & format (EDIFACT, custom) and direction (inbound, outbound). For example if 10 partners use the EDIFACT purchase order inbound and EDIFACT purchase order outbound document then 20 partner EDI relations would be counted. When integrating with a B2B hub (such as Ariba, GXS, Sterling Commerce) or an EDI portal the locations of the addressed partner are behind the hub's or portal's infrastructure. In this case not one EDI relation with the hub will be counted but n EDI relations with the final addressed partner.

External Community Members are either non-employees of organizations such as schools, universities, charities or governmental entities or business third parties including, but not limited to, customers, employees of distributors and suppliers who are licensed to access solely the SAP Enterprise Portal software. External Community Members are not allowed to access other SAP software and their respective components. Business third party employees participating in collaborative business scenarios that require access beyond SAP Enterprise Portal software need to be licensed as Named Users for the respective SAP software.

Business Partner Objects are defined as the numbers of all business partner type objects stored in the SAP Master Data Management (MDM) system. This is the sum of all supplier objects, as well as any user defined object of type business partner (Vendor, B2B Customer, B2B Contact, Employee, Business Partner, etc.) User defined objects are created using the MDM tool for management within the MDM repository. A Business Partner is a natural person within an organization, a group of persons within an organization, or an organization itself that has any kind of a business relationship with a company.

Consumer Objects are defined as the total numbers of all consumer type objects stored in the Master Data Management system. This is the sum of all B2C Customer, B2C Contact, Citizen objects, plus the total number of any additional Consumer type user defined object. User defined objects are created using the MDM tool for management within the MDM repository. A consumer is a natural person or a group of persons (e.g. household) that has any kind of business relationship with a company.

Master Data Objects are defined as the total number of all master data objects stored in the SAP NetWeaver Master Data Management system, plus the total number of all master data objects stored in the SAP Master Data Governance System.

Product and Other Data Objects are defined as the numbers of all master data objects stored in the Master Data Management system that are not of type Financials, or Business Partner. This is the sum of all material objects, as well as any user defined object of type things (Product, Article, Contract, Location, Asset, etc). User defined objects are created using the MDM tool for management within the MDM repository.

Product in Data Cache: The price is based on the number of products in the Product Data Cache.

Internal User Identifiers are defined as the total number of individuals working inside the Licensee's organization (employee, contract worker and outsourcer), whose credentials and/or user information is managed by the functionality of the licensed Package.

External User Identifiers are defined as the total number of individuals being external to the Licensee's organization (other than employee, contract worker and outsourcer), whose credentials and/or user information is managed by the functionality of the licensed Package.

Records are defined as the total number of leading SAP business objects and/or the number of cases in SAP NetWeaver Folders Management. Archived Records (records attached to archived business objects) are not counted. A leading object is the object the record refers to. When SAP NetWeaver Folders Management is used to manage employee files, employees managed in the SAP HCM system are the leading object to be counted. When it is used for billing, creditors and debtors are the leading objects to be counted. When it is used in SAP Real Estate Management, real estate objects (including but not limited to real estate contracts, business entities, buildings, pieces of land, rental objects architectural objects, and parcels of land) are the leading objects to be counted. When it is used to manage changes of equipment by utilizing cases, the number of change requests is counted.

Port is defined as a communication channel.

Recipients are defined as the number of individuals receiving reports from the licensed software.

Decommissioned Systems are defined as the number of systems that are retired using SAP NetWeaver Information Lifecycle Management

Service Calls are defined as the total number of HTTP request per calendar year which are processed by SAP NetWeaver Gateway Server. Metadata requests and requests from SAP Software that contains SAP NetWeaver Gateway runtime software are not counted.

LVM Instances are defined as the primary application server used for central application services of the managed SAP application, including the enqueue and message services (e.g. the central instance), any SAP Web AS instances associated with the managed SAP application that is not the central instance (e.g. dialog instances), the primary database of the managed SAP application (e.g. database instance), or any occurrences of TREX or LiveCache associated with the managed SAP application.

For the copy/clone/refresh option, only the primary system database of the source systems are counted. In cases where multiple databases are configured for the managed systems (e.g. shadow DB, DB cluster, LiveCache, etc.), then only one database is counted, regardless of which ones or how many are configured.

For third-party (e.g. non-SAP applications) and custom developed applications the entire application is defined as a single LVM instance in SAP NetWeaver Landscape Virtualization Management, regardless of the software architecture for that application.

Metrics Mainly Used with SAP HANA

Gigabytes of Memory are defined as the total amount of memory that may be used by the HANA Software, as measured in gigabytes. Each unit of HANA licensed contains 64 Gigabyte memory.

Metrics Mainly Used with General Supplementary Products

Customer Interactions are defined as the number of agent-assisted or self-service customer interactions with one or more recommendations made by the RTOM engine per annum. RTOM recommendations might be cross-sell, up-sell or next best action recommendation.

Installations for Enterprise Project Connection are defined as the number of installations to 3'rd party products (e.g. the number of 3'rd party project system installations that will be connected to SAP systems)

Portfolio Budget managed with SAP Portfolio and Project Management (through PPM capabilities) is defined as the total annual (calendar or fiscal year) budget of combined "active" portfolio items contained in SAP Portfolio and Project Management (through PPM capabilities).

Contracts are defined as the total number of contracts the company plans to address within the application. The total number of contracts is the number of contracts used in all functions including procurement, sales, legal, partner management, HR, real estate, and all other functions of the organization.

Work-Center is designed as a "Kanban Work-Center" or a "Pacemaker Work-Center". A Work center can be "single" resource or a "group of resources" where a single schedule is created for the line.

Auto-ID Site is defined as a physical location identified by a street address where device(s) are capturing and transmitting data, connected with Auto-ID Enterprise and\or Auto ID Infrastructure software. Multiple separate physical structures with no common walls and which have the same street address will be considered separate sites.

Database Size is defined as the database size of the productive system and is calculated individually for each system (i.e., each ERP, BI and CRM system). In the case of SAP NetWeaver Information Lifecycle Management, Database Size is defined as the total database size of productive SAP system where SAP NetWeaver ILM Retention Management is run.

For SAP NetWeaver Information Lifecycle Management Database Size is defined as the total database size of productive SAP system where SAP NetWeaver ILM Retention Management is run.

Resources are defined as uniquely identified users or pieces of equipment, including machines, tools and scanners that directly or indirectly feed data to or accesses data from the SAP Manufacturing Execution System.

Recommendations are defined as the total number of recommendations created by the RTOM system in a calendar year.

Employees (SAP MII) are defined as the total number of employees in those plants and supporting locations using SAP MII, and where employees are workers, mobile workers, contractors or partners associated with those plants/locations.

BCM (Business Communication Management) multi-channel User is defined as the user (agent and/or supervisor) who works in a contact center environment and handles incoming contacts through multiple communication channels (voice, email and chat) and/or handles outbound campaign calls and/or uses supervisor tools to supervise contact center agents.

BCM voice-only User is defined as the user (agent) who works in a contact center environment and handles incoming contacts through voice channel only or handles outbound campaign calls only.

BCM personal-telephony User is defined as the user who uses the system for office telephony only without access to contact center capabilities**.**

BCM reporting User is defined as the total number of users (multi-channel user, voice-only user and personal telephony user) in the SAP Business Communications Management customer system that are collected for communication statistics.

BCM Rapid Deployment Edition User is defined as the user (agent and/or supervisor) who works in a contact center environment and handles contacts through voice channel only and views predefined communication statistics within a predefined SAP Business Communications Management Rapid Deployment customer system

Defined Business Transactions are defined as the annual number of service related transactions; including service process types: service incidents, service requests, problems, request for changes and knowledge article.

Accumulated Database Size is defined as the database size of all productive SAP systems where the customer will use SAP Landscape Transformation.

Items per configuration is defined as the amount of line items in the CRM quotation that have been generated using the solution.

Tons per year for SAP Commodity Sales & Procurement for iron ore, steel and coal are defined as the maximum of the sales or purchasing volume for the following commodities: Iron Ore, steel, coal.

Barrels of Oil Equivalent per day ("BOEPD") for SAP Commodity Sales & Procurement for oil, oil equivalent and gas are defined as the maximum of the sales or purchasing volume for the following commodities: crude oil, natural gas, Nat Gas Liquids NGL, ethanol, gasoline, jet fuel / kerosene, heating oil.

Tons per year for SAP Commodity Sales & Procurement for base metals, cereals and sugar are defined as the maximum of the sales or purchasing volume for the following commodities: tungsten, molybdenum, tantalum, magnesium, cobalt, bismuth, cadmium, titanium, zirconium, antimony, manganese, beryllium, chromium, germanium, vanadium, gallium, hafnium, indium, niobium, rhenium, thallium, uranium, pulp, paper, wheat, corn, rice, sugarcane.

Tons per year for SAP Commodity Sales & Procurement for alu, grains and other major crop are defined as the maximum of the sales or purchasing volume for the following commodities: Aluminum, oats, barley, rye, potatoes, cassava, soybeans.

Tons per year for SAP Commodity Sales & Procurement for non-ferrous base metals are defined as the maximum of the sales or purchasing volume for the following commodities: copper, lead, zinc.

Tons per year for SAP Commodity Sales & Procurement for coffee, oilseeds, meat, dairy are defined as the maximum of the sales or purchasing volume for the following commodities: coffee, rapeseed, canola, sunflower seed, peanuts, oils & fats, oil meal, live cattle, feeder cattle, lean hogs, pork bellies, CME milk, butter, fruits & vegetables, cotton, jute, orange juice, apple juice concentrate, sugar, lumber, tobacco, rubber.

Tons per year for SAP Commodity Sales & Procurement for tin, nickel, cocoa and tea are defined as the maximum of the sales or purchasing volume for the following commodities: tin, nickel, cocoa, tea.

Ounces per year for SAP Commodity Sales & Procurement for silver are defined as the maximum of the sales or purchasing volume for the following commodities: Silver.

Ounces per year for SAP Commodity Sales & Procurement for precious metals except silver are defined as the maximum of the sales or purchasing volume for the following commodities: gold, platinum, palladium, ruthenium, rhodium, osmium, iridium.

External Learners are defined as external (non-customer employees) learners booking at least one course in a year.

Device model is defined as all devices which belong to a product model family from a particular hardware provider

Metrics Mainly Used with Third Party Supplementary Products

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

Invoice is defined as each item that flow thru the cockpit for reconciliation per year.

Users and Forms Users are defined as employees accessing Interactive Forms based on Adobe - Enable the Enterprise.

Bundles of 40 forms are defined as 40 modified or created Interactive Forms being accessed.

Professional Users are defined as total number of all SAP Professional and SAP Limited Professional named users of the customer irrespectively of whether they are actually accessing this program or not.

Scenarios are defined as scenarios being used in SAP Process Performance Management by Software AG r based on SAP Solution Maps. Details on SAP Solution Maps can be found in sap.com http://www.sap.com/solutions/businessmaps/index.epx

Trucks are defined as vehicles with order management handled in the application.

Monitored users are defined as employees who will be monitored or are authorized to use the reporting consol.

Managed Resources are defined as the number of Client employees, delivery vehicles and/or any other unique resources managed by SAP Workforce Scheduling & Optimization by ClickSoftware.

A Scheduled Public Officer is defined as any employee who is involved in public administration, public security or works for a government agency and which will be planned for the work rosters and/or scheduled for service activities.

Virtual User is defined as each user that is simulated in the software to test the load on the SAP system.

Portal User is defined as the estimated number of licensed users with access to a particular deployment of the SAP Portal, including SAP Professional Users, ESS/MSS Users, and External Community Members.

Loadrunner Controller is defined as the central point for load test design and load test execution.

Loadrunner Enterprise Controller is defined as the central point for load test design and execution, and contains a component that provides for web access and scheduling capabilities.

Testers are defined as employees working with SAP Quality Center by HP products. For use with SAP Test Acceleration and Optimization tester are defined as employees using SAP TAO and testing SAP applications enterprise-wide.

Total Assets are defined as the sum of current and long-term assets owned by the bank.

Message volume (MB) / month / installation is defined as data volume in MB of conversions performed per month and per installation.

Mobile user is defined as each user accessing data from DB2 Everyplace Database.

Devices are defined as all devices accessing data from Sybase SQL Anywhere Database.

VIP User is defined as each user accessing SAP Visual Information for Plants by NRX

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

Contract Price is defined as the net value of the license contract.

Service request is defined as the annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders.

Connected System is defined as the total number of productive SAP Solution Manager systems connected to the productive systems of SAP Quality Center by HP, Central Process Scheduling by Redwood, or SAP Productivity Pak by ANCILE.

Total annual budget is defined as total annual public sector budget of SAP customer (i.e. agency, institution, program or department) based on current budget period.

A **resource contributing to usage volume** is defined as a resource planned during a given calendar year using SAP Multiresource Scheduling or SAP Multiresource Scheduling with Optimizer. A resource is a person (such as a technician, service engineer, or repair engineer), or a production resource (such as a tool, instrument, machine, or room).

Payment item is defined as a single Payment transaction within a payment order. A payment order can have one ordering party item and n recipient party items.

Licensed User is defined as an individual user licensed as one of the Named User types defined in the price list.

Employee Files are defined as employee (employees and former employees) folders containing their electronic files.

Profile is defined as an individually produced business mapping document counted for each connected business partner. Each profile is qualified by SAP, example: purchase order inbound, purchase order confirmation outbound, purchase order confirmation inbound, purchase order change and cancelation.

Net Property Plant & Equipment is defined as value of the total property, plant and equipment as disclosed in the balance sheet insofar as processed by the SAP solution.

Cost of Goods Sold (COGS) is defined as all expenses directly associated with the production of goods or services the company sells (such as material, labor, overhead, and depreciation). It does not include SG&A or R&D. If COGS is unknown then COGS shall be equal to 70% of total company revenue.

Output Transaction is defined as means a single instance of a business document that is created, processed, printed or manipulated in some way by the products (e.g. letter, email, PDF, fax, SMS).

Asset retirement obligation cost estimations is defined as the volume of the cost estimations which are handled in the solution. The cost estimation volume is equal to the total of the settlement values (expected costs at the estimated retirement date) of all cost estimation items of the cost estimation plans of all Asset Retirement Obligations, which are handled by SAP Asset Retirement Obligation Management. If the customer is using more than one accounting principle, the cost estimation volume is calculated separately for every accounting principle. The maximum of these values will be used for pricing. The cost estimation volume is determined based on the volume, which is valid at the fiscal year end date. Only asset retirement obligations, which are active at this date, will be considered.

Invoices (outbound) is defined as the number of invoices sent via e-invoicing.

Invoices (inbound) is defined as the number of invoices received via e-invoicing.

Author is defined as someone who can create/edit a visualization using SAP Application Visualization by iRise, the add-on for SRM (if applicable), and add-on for general SAP solutions (if applicable)

Database Objects is a collection of intrinsic and/or customer-defined properties that is defined by a Palantir dynamic ontology and stored in or accessible by the Palantir system.

Metrics mainly used with business intelligence (BI), enterprise information management (EIM) solutions and address directories

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 licensed Software.

There is no license limit on how many individuals are working concurrently with the Software. There is no license limit on number of processors or servers used. Named Users are identified at logon and do not consume a Concurrent Session license. Concurrent Session licenses and NULs can be purchased in combination for a Deployment, but cannot be shared among or between Deployments. This metric does not replace the overall SAP Named User licensing requirement.

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 of 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.

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.

Concurrent Session refers to the aggregate number of sessions accessing the licensed Software at any one time. A session refers to the time between logon and logoff or time out where a unique user, application or platform accesses the licensed Software. The number of sessions accessing each licensed Software product may not exceed the Licensed Level for the number of Concurrent Sessions for such licensed Software product**.** All Concurrent Session licenses for a given Software product must be assigned to the same, single Deployment, and may not be assigned amongst different Deployments. When Using Software licensed by number of Concurrent Session licenses, Licensee may not utilize any program or system to cache or queue report requests.

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.

Deployment is defined as a single installation of no more than one of the following Software modules or files within the BA&T SAP BusinessObjects Business Intelligence Platform Software (for which Licensee must obtain a license): Repository, Security Domain, Central Management Server ("CMS"), CMS Cluster, or Crystal Reports Runtime Engine.

Instance is defined as a single, unique connection to a specified application or technology type.

Package Fee is defined as a flat fee to license the software.

Server is defined as 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.

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.

Metrics mainly used with governance, risk, and compliance (GRC) and enterprise performance management (EPM) solutions

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. Please check availability before licensing for a particular country.

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.

One Time Fee is defined as a flat fee to license the software.

Monitored Users are defined as employees, contract workers or other individuals whose credentials, permissions, privileges and/or other user information will be monitored, evaluated or managed by the Software

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.

Recipients are defined as the number of individuals receiving reports from the licensed software.

Metrics mainly used with SAP BusinessObjects solutions for SME

Filing: Each Filing permits one Legal Entity to Use the Software to submit an unlimited number of applications, filings, statements, returns, notices, reports, exemption or such other documents to a single Governmental Entity in each calendar year. Submission of any filing by more than one Legal Entity to the same Governmental Entity or by one Legal Entity to multiple Governmental Entities shall require additional Filing licenses.

"Government Entity" means any federal, state, foreign governmental entity, securities authorities, agency, commission, other regulatory, self-regulatory or enforcement authorities or any courts, administrative agencies or commissions or other governmental authorities or instrumentalities.

"Legal Entity" means any business partnership, joint venture, corporation, company or other form of enterprise, domestic or foreign.

Flat Fee/Fixed Fee is defined as a fixed package license fee for the software.

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).

Metrics mainly used with Sybase Products

Application Connection is a single licensed SUP User or SUP & Afaria HDM User or SUP for Consumers User accessing a single Application. "Application" is a set of related functionality developed by an SUP Developer User Using SUP or a single mobile application (limited to those mobile applications that are (i) separately licensed from SAP by Licensee and (ii) prescribed for use with SUP, if any).

Chip is defined as an Electronic circuitry containing one or more Cores, usually on a silicon wafer.

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

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

If the licensed Software will run in a pure virtual environment, physical Cores will not be counted, and vice versa when the licensed Software will run in a pure non-virtual environment. The sum for all Cores shall then be rounded up to the next whole number if the deployment results in a fraction. For purposes of clarification, "Core" as defined this footnote is different from "core" as referenced in the metric definition for any Software licensed on a CPU basis (if any), and therefore is not applicable in that context.

Laptop Device is defined as laptop computer.

Mobile Productivity apps are defined as mobile apps priced at CHF 124 or less according to the SAP Price List and are those licensed SAP Enterprise Integration for SAP Mobile Applications or SAP Partner Certified Mobile Apps stated at http://www.sap.com/solutions/mobility/sap-mobile-platform-runtime-option-for-productivity-apps/index.epx

Mobile Runtime Option Apps are defined as mobile apps priced between CHF 125 – CHF 372 according to the SAP Price List and are those licensed SAP Enterprise Integration for SAP Mobile Applications or SAP Partner Certified Mobile Apps stated at http://www.sap.com/solutions/mobility/sap-mobile-platform-runtime-option/index.epx**Terabyte** (TB) is defined as the amount of data stored in terabytes in the main database of Sybase IQ Server in whole numbers (fractions must be rounded up). If VLDB option is licensed, it must be licensed to match the size of the entire main database of the Sybase IQ Server.

Exhibit 3 - Package Restrictions

1 SAP Business Suite and Enterprise Foundation

1.1 *SAP Business Suite*. SAP Business Suite when delivered with embedded analytics capabilities includes SAP provided preconfigured business content, including, but not limited to, preconfigured SAP Crystal Reports and SAP BusinessObjects Xcelsius Enterprise Dashboards that can display data from queries. In order to view, use or modify such preconfigured embedded analytics capabilities shipped with the SAP Business Suite ("Embedded Analytics"), Licensee needs to license the appropriate SAP Business Objects software as well as the required SAP Named User licenses. Licensee may additionally download, install and use the Crystal Reports Viewer for SAP Business Suite Applications to display lists from ALV as SAP Crystal Reports at no added cost under the terms and conditions applicable to SAP Business Suite applications.

1.2 *Enterprise Foundation*. Unlike other Package licenses the Enterprise Foundation package comes with 5 (five) SAP Application Professional Users in addition to the use rights for the scope of Enterprise Foundation capabilities. Any additionally required Named Users need to be licensed separately. The license for data destruction in Human Capital Management is included in the ERP license.

1.3 *Enhancement Packages for Certain SAP Software.* The enhancement packages for certain SAP Software may provide new and improved software functionality. Each SAP enhancement package contains business functions that Licensee can activate separately and independently from each other. The standard licensing model for SAP also applies to business functions shipped as part of SAP enhancement packages. To activate business functions, additional licenses may be required. In each of these cases, the respective license needs to be in place prior to activating and Using the business function. Upon request, SAP account executives can provide additional information about the required licenses.

2 Enterprise Extensions

Enterprise Extension Packages require licensing of the Enterprise Foundation Package.

2.1 *SAP Payroll Processing.* Payroll Processing for the USA requires partner software that is subject to additional license fees.

2.2 *BSI U.S. Payroll Tax Processing.* BSI requires licensing of SAP Payroll Processing. Special maintenance agreement required.

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

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

2.4 *SAP Environment, Health and Safety (EHS) Management;* SAP EHS Management, health and safety; SAP EHS Management, environmental compliance; SAP EHS Management, product safety; SAP EHS Management, product and REACH compliance. The products listed above provide a framework to support customers in achieving compliance with certain environment, health and safety regulatory requirements. This framework needs to be adjusted, configured and/or expanded by the Licensee to meet the specific requirements of the customer. SAP does not warrant or guarantee regulatory or other compliance. Licensee has the obligation to implement those products in a manner such that regulatory or other compliance requirements are adequately reflected.

2.5 *SAP Environment, Health and Safety (EHS) Management; SAP EHS Management, health and safety.* SAP Named Users are not required for employees, contractors, and business partner users that interact with the incident management functionality of SAP EHS Management solely to enter data for initial incident reporting and to provide data for incident investigations. Such data entry may occur asynchronously (off-line) via the Adobe Interactive Form tool, synchronously (on-line) by direct interaction with the SAP system, or via mobile devices. This exception applies only to incident management data entry use, and does not apply to any other uses of the incident management functionality or any other functionality of SAP EHS Management including incident processing, investigation, and performance and regulatory reporting.

2.6 *SAP Incentive and Commission Management.* The list price comprises the management of the basic elements commission recipients and contracts, as well as the basic processes valuation, remuneration, closing, and settlement. The option price comprises further functionalities such as manual commission posting, bonus calculation, and target agreement management. Excluded is the functionalities portfolio assignment, credentialing, and risk reduction strategies (actual commissioning and liability management). In case such functionalities are required the corresponding industry package has to be licensed.

2.7 *SAP Credit Management, SAP Biller Direct, SAP Collections and Dispute Management*. SAP Named Users are required for employees of Licensee and employees of third parties acting as agents on behalf of Licensee who are using the applications listed above. SAP Named Users are not required for employees of Business Partners who are accessing the software on behalf of such Business Partner.

3 Industry Portfolio

3.1 *SAP Upstream Contracts Management for Oil & Gas*. Functional support for any local or legal requirements for any of these solution components is not covered by the standard maintenance agreement. A separate service agreement must be concluded for this purpose.

3.2 *SAP Secondary Distribution for Oil & Gas.* The license for "SAP Secondary Distribution for Oil & Gas" includes a license of the industry package "SAP Downstream Sales & Logistics for Oil & Gas" for up to 25,000 BOEPD. For these 25,000 BOEPD, customers need to license at least 4 "SAP Secondary Distribution for Oil & Gas" users per 1000 BOEPD (e.g. 10 000 sold BOEPD -> licensing of 40 users minimum). Licensees selling more than 25,000 BOEPD need to license the industry package "SAP Downstream Sales & Logistics for Oil & Gas" separately for the sales volumes above 25,000 BOEPD. Refined product volumes are considered as equal to crude oil volumes, e.g. one barrel of diesel equals one barrel of crude oil.

3.3 *SAP Military Data Exchange.* SAP Military Data Exchange is not available for all countries, for details please see contact information at www.sap.com/defense-security

3.4 *SAP Customer Financial Information Management for Insurance.* For the use within the SAP solutions Policy Management FS-PM, Claims Management FS-CM, Billing and Payment FS-CD, Incentive Management FS-ICM a separate purchase is not required.

3.5 *SAP Social Services Management for Public Sector and SAP Constituent Services for Public Sector.* In Public Sector scenarios, constituents are covered by the respective Package license and do not need to be licensed as a SAP Named User.

3.6 *SAP Tax and Revenue Management for Public Sector.* External users accessing the above packages for a strongly restricted set of tasks (include the viewing of documents, change of address, paying of bills and confirmations of delivery and e-filing) do not require a SAP Named User.

3.7 *SAP Electronic Toll Collection for Public Sector, SAP ERP Billing.* External users accessing the above packages for a strongly restricted set of tasks do not require a user license. These tasks are the viewing of documents, change of address (creation and change of a contract account), paying of bills (e.g. pre-paid top-up process) and confirmations of delivery.

3.8 *SAP Distribution Monitoring for Postal.* External users accessing SAP Distribution Management Postal for the strongly restricted set of tasks of viewing of the status / delivery and confirmations of event messages in Event Management via the Web interface do not require a SAP Named User license.

3.9 *SAP Convergent Charging for post-paid Telecommunications; SAP Convergent Charging for pre-paid Telecommunications; SAP Charging and Billing for High Tech; SAP Convergent Charging, version for Toll Collection; SAP Billing for TC; SAP Charging and Billing for Banking; SAP Convergent Charging for TC.* Convergent Charging and Billing Software included in the referenced products may not be Used for, or in support of, billing or revenue share calculation for prepaid telecommunications products, services or systems in the Restricted Countries or to remotely support prepaid telecommunication systems in the Restricted Countries (collectively, the "Prohibited Pre-Paid Telecom Usage"). All warranties, including without limitation any warranties of non-infringement of intellectual property rights and any associated indemnities are expressly excluded to the fullest extent provided by applicable law in connection with any Prohibited Pre-Paid Telecom Usage. The Restricted Countries are Australia, Brazil, Canada, China, Korea, Israel, Japan and Mexico and the United States. "Telecommunication" as used herein refers to products, services, or systems that provide mobile, Voice Over IP (VOIP), or other types of telephone calls..

4 SAP NetWeaver

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

4.1 *SAP NetWeaver Process Integration (PI).* SAP NetWeaver Process Integration may be used by Licensee to integrate Licensee's SAP applications as part of an application-specific runtime license of SAP NetWeaver Foundation. For any other use (e.g. integration into 3rd party applications or non-SAP Applications), SAP NetWeaver Process Integration needs to be licensed separately.

4.2 *SAP NetWeaver Process Integration (PI) Adapters.* The adapters listed here are available free of charge with the SAP NetWeaver PI or SAP Netweaver Process Orchestration license: CICS Adapter by iWay, TMS/IMS Adapter by iWay, JD EDWARDS ONE WORLD XE Adapter by iWay, ORACLE Adapter by iWay, PeopleSoft Adapter by iWay, Siebel Adapter by iWay, JDE World Adapter by iWay, SAP NetWeaver Adapter for IDOCs, SAP NetWeaver Adapter for RFCs, SAP NetWeaver Adapter for File/FTP, SAP NetWeaver Adapter for Http(s), SAP NetWeaver Adapter for SOAP, SAP NetWeaver Adapter for JMS, SAP NetWeaver Adapter for JDBC, SAP NetWeaver Adapter for Mail Protocols (pop, imap, smtp), SAP NetWeaver Adapter for SAP BC Protocol.

4.3 *SAP NetWeaver OpenHub.* SAP NetWeaver OpenHub has to be licensed whenever data is being extracted and transferred from SAP NetWeaver BW into third party target systems.

4.4 *Planning Application Kit.* A license is required for either SAP BusinessObjects Planning, version for SAP NetWeaver or SAP BusinessObjects Planning and Consolidation, version for SAP NetWeaver whenever the Planning Applications Kit is Used to develop planning applications that leverage in-memory processing of core planning functions.

4.5 *SAP NetWeaver BeXBroadcaster.* Broadcasting recipients accessing SAP solutions or their respective components need to be licensed for such solutions. SAP NetWeaver BeX Broadcaster, provides Licensees with the ability to broadcast SAP NetWeaver BW information (e.g. BeX reports, BeX Queries and BeX workbooks) to support the distribution of mass information to large audiences in a personalized and secure manner.

4.6 *SAP NetWeaver Business Warehouse Accelerator.* Certain hardware restrictions may apply – details are available upon request.

4.7 *SAP NetWeaver Enterprise Search.* Certain hardware restrictions may apply – details are available upon request.

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

Management scenario, there is no named user license requirement for users reading/viewing and/or browsing MDM data. This includes, but is not limited to a business user using a search application to identify a record in the MDM repository or catalog users accessing a web catalog.

4.9 *SAP NetWeaver Master Data Management, product and other data.* SAP NetWeaver Master Data Management, product and other data includes the license rights of SAP NetWeaver Master Data Management, printing and Product Content Management (PCM).

4.10 *SAP Enterprise Master Data Management.* SAP NetWeaver MDM, global data synchronization is not included into the scope of SAP Enterprise Master Data Management. For all Enterprise Master Data Management scenarios based on SAP NetWeaver Master Data Management products, a SAP Professional Named User license is required for users maintaining MDM data. In an Enterprise Master Data Management scenario, there is no named user license requirement for users reading/viewing and/or browsing MDM data. This includes, but is not limited to a business user using a search application to identify a record in the MDM repository or catalog users accessing a web catalog. For all embedded master data management scenarios based on SAP Master Data Governance products the appropriate Named User is required.

4.11 *SAP NetWeaver Master Data Management, data quality option.* SAP Master Data Management, data quality option can only be sold and used in combination with SAP NetWeaver Master Data Management or SAP Enterprise Master Data Management. As such, SAP Named User policies for these products apply. SAP Master Data Management, data quality option allows using SAP BusinessObjects DataServices (DataServices) for SAP Master Data Management use cases only. A SAP Master Data Management use case is defined as a scenario where data is (i) cleansed, de-duplicated and loaded via DataServices into SAP NetWeaver MDM (MDM) or SAP Master Data Governance (MDG) or (ii) data is distributed from MDM or MDG to downstream systems via DataServices. DataServices is used for data management within the MDM repository of SAP NW MDM or SAP MDG. This includes but is not limited to on-entry validation and matching or periodic cleansing and de-duplication of the repository.

4.12 *SAP NetWeaver Identity Management for employees and SAP NetWeaver Identity Management for non-employees*. SAP NetWeaver Identity Management may be used by Licensee to integrate Licensee's SAP applications as part of an application-specific runtime license of SAP NetWeaver Foundation. For any other use (e.g. Integration into 3rd party applications or non-SAP applications), SAP NetWeaver Identity Management needs to be licensed.

4.13 *SAP NetWeaver Foundation for Third Party Applications*. Customers must decide the first time they purchase or license a SAP NetWeaver Foundation for Third Party Applications license which model (user-based or CPU-based) they choose. Switching or mixing CPU-based and user-based licensing for SAP NetWeaver Foundation for Third Party Applications is not permitted.

4.14 *SAP NetWeaver Portal, enterprise workspaces*. SAP NetWeaver Portal enterprise workspaces include the runtime rights of SAP NetWeaver Enterprise Portal. In case SAP NetWeaver Portal enterprise workspaces are used standalone without access to any SAP application SAP Named Users licenses are not required.

4.15 *Duet Enterprise*. Duet Enterprise is delivered with a limited number of Duet Enterprise Starter Services specified in the Documentation and at:https://websmp105.sap-ag.de/~sapdownload/011000358700001307052011E/Duet_Enterprise_Services.pdf. SAP Platform Standard Users may access Duet Enterprise Starter Services provided (i) Licensee has licensed the package license for Duet Enterprise; and (ii) Duet Enterprise Starter Services are accessed solely through Microsoft SharePoint leveraging Duet Enterprise. Any use of Duet Enterprise beyond the Duet Enterprise Starter Services requires Licensee to license the applicable SAP Named User type and category. In addition, Licensee is also licensed to use SAP NetWeaver Gateway but only via MS Sharepoint, MS Office and/or Duet Enterprise for the sole purpose of performing Duet Enterprise functions. Any other use of SAP NetWeaver Gateway requires a separate SAP NetWeaver Gateway license.

4.16 *SAP NetWeaver Gateway (embedded license).* Certain SAP Software may contain an embedded license of SAP NetWeaver Gateway. Any use of SAP NetWeaver Gateway (embedded license) beyond the scope of such SAP Software requires separate licensing of SAP NetWeaver Gateway.

4.17 *SAP NetWeaver Process Orchestration*. SAP NetWeaver Process Orchestration includes the rights to use SAP NetWeaver Process Integration (PI), SAP NetWeaver Business Process Management (BPM) and SAP NetWeaver Business Rules Management (BRM).

4.18 *SAP NetWeaver Single Sign-On Internal User and SAP NetWeaver Single Sign-On External User.* Users performing developer or administrative functions require a Named User license in addition to the Package License for the Software.

4.19 *SAP NetWeaver Landscape Virtualization Management, enterprise edition.* Licenses for LVM instances are not permanently assigned to a specific LVM instance, but can be pooled allowing them to be assigned and unassigned to LVM instances as necessary based on the applications being managed by SAP NetWeaver Landscape Virtualization Management. Licenses for the copy/refresh option must be assigned to a specific SAP system/application (e.g. ECC, CRM, SRM, etc.), and can only be reassigned to a different system/application once in a 12 month period. Licensee acknowledges and agrees that it is Licensee's responsibility to ensure that it has all necessary third party license rights required to clone and/or copy an environment using this software, and Licensee has obtained and will maintain all such license rights necessary to use the functionality described herein, including without limitation the license right to operate the target system landscape after cloning and/or copying. Without limiting the materiality of other provisions of the Software Agreement, the parties agree that any violation by Licensee of third party license rights in this respect will be a material breach of the Software Agreement.

5 SAP BusinessObjects

5.1 SAP BusinessObjects (BA&T License Model)

5.1.1 *SAP BusinessObjects Business Intelligence*

There are two ways to license SAP BusinessObjects Business Intelligence capabilities:

1. SAP BusinessObjects Business Intelligence Suite model
The BI Suite includes the SAP BusinessObjects BI platform along with engines for the following: the Mobile engine, the Crystal Reports engine, the Web Intelligence engine, the Dashboards engine, the Explorer engine, the Analysis, for Microsoft Office engine, and the Analysis, for OLAP engine. The BI Suite Package engines include rights to view content for the BI clients identified above.

2. Component (non-Suite) model. The SAP BusinessObjects Business Intelligence products that comprise the SAP BusinessObjects Business Intelligence Suite can be purchased separately via a component model if preferred. Each of the following (the "Client Engines") can be purchased individually: the SAP BusinessObjects BI platform, the Mobile engine, the Crystal Reports engine, the Web Intelligence engine, the Dashboards engine, the Explorer engine, the Analysis, for Microsoft Office engine, and the Analysis, for OLAP engine. The engines include rights to view content for the BI clients identified above that have been explicitly purchased.

For a single Deployment of SAP BusinessObjects BI platform, either the SAP BusinessObjects Business Intelligence Suite model or the Component Model must be used. They cannot both be used in a single Deployment of SAP BusinessObjects BI platform.

Author/Designer Licenses are available in two ways:

(a) SAP Application Business Analytics Professional User

(b) SAP Application BI Limited User

Both the SAP BusinessObjects Business Intelligence Suite and the Component models can be licensed using either the Concurrent Session license metric or the Named User (NUL) license metric.
If purchased using the Component (non-Suite) Model, the Client Engines must be licensed using the same metric (NUL or Concurrent Sessions) as the BI Platform and cannot exceed the number of licenses for the BI Platform using the same license metric.

5.1.2 *Dashboard and Visualization*

5.1.2.1 *SAP BusinessObjects Dashboards software*

If you refresh, publish, push or otherwise change data contained in any Dashboards generated SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)), you must have rights to a Dashboards Author/Design License.

5.1.3 *BA&T SAP Business Objects Explorer accelerated package*

The SAP BusinessObjects Explorer package is intended to support a limited use scenario of search and exploration with SAP BusinessObjects Business Intelligence against both in-memory (accelerated) data sources and traditional data sources. The SAP BusinessObjects Explorer Package includes the rights to use Explorer in the following scenarios (1) search and exploration against data via the SAP BusinessObjects semantic layer associated with this license, (2) search and exploration against data resident in accelerated data sources and (3) search and exploration against data contained within Excel or .csv files.

The BA & T SAP BusinessObjects Explorer accelerated package is comprised of:

1. SAP BusinessObjects Explorer engine
2. SAP BusinessObjects BI platform (to be used only to support SAP BusinessObjects Explorer)
   a. SAP BusinessObjects BI platform. Licensee is licensed to use only the following features of the SAP BusinessObjects BI platform: (a) Central Management Console (CMC), (b) third party authentication, (c) exploration of in-memory-based indexes with Explorer, (d) Central configuration Manager, (e) information design tool, (f) Translation Manager, (g) Lifecycle Management tool, (h) Upgrade Management tool, (i) BI launch pad
3. SAP BusinessObjects Data Integrator. Use is limited as follows:
   a. Data Integrator and BusinessObjects BI platform may only be used in conjunction with SAP BusinessObjects Explorer package.
   b. Data Integrator may not be installed on the same blade as the SAP NetWeaver BWA blade or other data platforms.
   c. Data Integrator may not be used for standalone ETL (extract, transform and load) projects.

License rights do not include SAP BusinessObjects Mobile engine or specific in-memory platforms (which must be licensed separately).

5.1.4 *SAP BusinessObjects Enterprise Information Management Solutions*

5.1.4.1 *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 and Geocoding directories are not included and must be licensed separately.

5.1.5 *SAP BusinessObjects Data Services, SAP BusinessObjects Data Integrator, and SAP BusinessObjects Data Quality Management* ***software***

Address and Geocoding directories are not included and must be licensed separately.

5.1.5.1 *SAP BusinessObjects Data Services*

The total number of CPUs licensed represents the maximum total cumulative CPUs on which all of the Software included in SAP BusinessObjects Data Services may be installed and Used. Data Services includes a restricted runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward as Runtime Software. Use of such SAP BusinessObjects Information Steward Runtime Software is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities.

5.1.5.2 *SAP BusinessObjects Data Quality Management*

The total number of CPUs licensed represents the maximum total cumulative CPUs on which all of the Software included in SAP BusinessObjects Data Services may be installed and Used. Data Quality Management includes a restricted runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward as Runtime Software. Use of such SAP BusinessObjects Information Steward Runtime Software is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities.

5.1.5.3 *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.

5.1.5.4 *SAP BusinessObjects Data Quality Management software, version for SAP Solutions*

When licensing SAP BusinessObjects Data Quality Management, version for SAP Solutions, the data quality functions must be used solely with activities initiated within the SAP applications. 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 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.

5.1.6 *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.

5.1.9 *SAP BusinessObjects Enterprise Performance Management*

5.1.9.1 *SAP BusinessObjects Financial Consolidation*. Use of SAP BusinessObjects BI Platform 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.

5.1.10 *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, SAP NetWeaver BW and SAP EPM On-Demand , 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 with the exception of use cases involving SAP EPM On-Demand, where no license is needed.
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.

5.1.11 *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.

5.1.12 *SAP BusinessObjects Governance, Risk and Compliance Solutions.*

SAP BusinessObjects Governance, Risk and Compliance (GRC) solutions may utilize limited functionality of Xcelsius Enterprise and Crystal Reports for which Licensee does not hold a license ("Reporting Runtime Software"). Until Licensee has expressly licensed the Reporting Runtime Software, Licensee's use of such Reporting Runtime Software is limited to access by and through GRC, and any permitted Modifications thereto for the sole purpose of enabling performance of GRC. The Reporting Runtime Software may only be used by licensed SAP Named Users for GRC. Licensee is not licensed to use any Crystal Reports components for .Net application development.

5.1.12.1 *SAP BusinessObjects Access Control, starter edition*

Use of SAP BusinessObjects Access Control, starter edition is limited to the measuring, monitoring and reporting of access risks; and administering and reporting of superuser access

5.1.13 *SAP BusinessObjects solutions for SME*

5.1.13.1 *SAP BusinessObjects Edge BI (Edge BI)*

Edge BI licensed by Users has a limit of 250 users per server. Edge BI includes publishing up to 1000 Recipients. Edge BI includes one (1) SAP Business Analytics Professional user license and nine (9) SAP BI Limited user licenses for each block of 10 users or 5 Concurrent Sessions licensed exclusively for the use of Edge BI. Edge BI licensed on a Concurrent Session License basis shall not exceed 50 Concurrent Sessions in a single deployment. After licensee acquired Concurrent Session packages, Licensee may license add-on user licenses of Edge BI in the same quantity as the number of Concurrent Session Licenses.

5.1.13.2 *SAP BusinessObjects Edge BI, version with data management*

SAP BusinessObjects Data Quality Management and SAP BusinessObjects Data Integrator delivered with SAP BusinessObjects Edge BI may only be deployed on a single server (up to 250 named users or 50 Concurrent Sessions) 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 three CPUs. SAP BusinessObjects Data Quality Management and SAP BusinessObjects Data Integrator 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.

5.1.13.3 *SAP BusinessObjects Edge BI, version with data integration*

SAP BusinessObjects Data Integrator delivered with SAP BusinessObjects Edge BI may only be deployed on a single server (up to 250 named users or 50 Concurrent Sessions) 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 three CPUs. SAP BusinessObjects Edge BI, version with data integration and SAP BusinessObjects Data Integrator 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 is used with SAP BusinessObjects Edge Rapid Marts, it may be deployed on a server with up to 4 CPUs.

5.1.13.4 *SAP BusinessObjects Edge Data Services, Edge Data Integrator and Edge Data Quality Management (Edge EIM Solutions)*

.
The total number of CPUs licensed represents the maximum total cumulative CPUs on which all of the Software included in SAP BusinessObjects Edge Data Services may be installed and Used. Edge Data Services and Edge Data Quality Management include a restricted runtime license for 2 CPU licenses of SAP BusinessObjects Edge Information Steward as Runtime Software. Use of such SAP BusinessObjects Edge Information Steward Runtime Software is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities. Address and Geocoding directories are not included in any of the Edge EIM Solutions and must be licensed separately. Each deployment of any of the Edge EIM Solutions is limited to a single server, with a minimum of 3 CPUs and a maximum of 5 CPUs. All Edge EIM solutions include the SAP Business Analytics Professional User license exclusively for the use of the applicable Edge EIM Solutions, and do not require additional SAP Application Named Users.

5.1.13.5 *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

5.1.13.6 *SAP BusinessObjects Edge Planning and Consolidation*

The licensing of the SAP BusinessObjects Edge Planning and Consolidation is restricted to 100 users maximum on a single server,

5.1.13.7 *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.

5.1.13.8 *SAP BusinessObjects Edge Disclosure Management*

SAP BusinessObjects Edge Disclosure Management may only be deployed on a single application server in a production environment and used by no more than five Named Users. Use of the workflow functionality of the Software is not permitted. Not more than 100 Filings may be licensed by each Licensee**.**

5.1.14 *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 ("Purpose").
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 Software Agreement and additional license fees.

5.1.15 *SAP BusinessObjects Enterprise Risk Reporting for Banking.*

Use of this Software is limited to measuring and monitoring enterprise risk for Licensee's banking operations.

5.1.16 *SAP BusinessObjects Trade Promotion Effectiveness Analysis*

Use of this Software is limited to performing analysis on trade promotion effectiveness.

5.1.17 *SAP BusinessObjects Sales Analysis for Retail*

Use this Software is limited to performing retail and point of sale data analysis.

5.1.18 *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.

5.1.19 *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.

5.1.20 *SAP BusinessObjects Planning and Consolidation 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.

5.1.21 *SAP BusinessObjects Planning for Public Sector*

Use of this Software is limited to long range planning, budgeting and planning, forecasting and reporting in the Public Sector.

5.1.22 *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.

5.1.23 *Additional License Conditions for Knowledge Accelerator*

5.1.23.1 *SAP BusinessObjects Knowledge Accelerator (other than on ANCILE 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 ANCILE 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 this Order Schedule. 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.

5.1.23.2 *Knowledge Accelerator on ANCILE 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.

5.1.25 *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 SAP Crystal

6.1 *Use Rights for All SAP Crystal Products*

6.1.1 *Definitions*

6.1.1.1 "SAP Crystal software" is defined to be the following products: SAP Crystal Reports, SAP Crystal Server, SAP Crystal Reports Server, SAP Crystal Dashboard Design, SAP Crystal Presentation Design, SAP Crystal Interactive Analysis, and Xcelsius Engage Server.

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

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

6.1.1.4 "Self Contained Presentation" means any SWF file created with SAP Crystal Presentation Design, SAP Crystal Dashboard Design personal edition, SAP Crystal Dashboard Design departmental edition, or Xcelsius Engage Server that does not refresh, publish, push or otherwise change data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)).

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

6.1.3 *Desktop SAP Crystal Software Usage.* With the exception of Connected Presentations, and subject to Section 6.2.8, Licensee may distribute the output files (e.g. PDF, SWF, XLF, WID or RPT file format) generated by the Desktop SAP Crystal software to third parties provided that Licensee complies with the following requirements:

(a) the output files reside outside of the Software and do not directly or indirectly access the Software or activate the processing capabilities of the Software, or otherwise employ the Software;
(b) Licensee remains solely responsible for support, technical or other assistance, required or requested by anyone receiving such output files;
(c) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;
(d) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of output files;
(e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the terms set forth in Section 6.3.8.

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

6.1.5 *Use of Screenshots and wordmarks for SAP Crystal software*. Licensee may reproduce and distribute screen shots and wordmarks for SAP Crystal software in documents or media provided that:

a) The document or media isn't for commercial training material or third party training material and/or for-profit training material.
b) Licensee's use may not be obscene or pornographic, and Licensee may not be disparaging, defamatory, or libelous to SAP, any of its software, or any other person or entity.
c) Licensee's use may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Licensee's product or service.
d) Licensee may not use the screen shot in a comparative advertisement
e) Licensee may not alter the screen shot in any way except to resize or crop the screen shot.
f) Licensee may not include portions of a screen shot in other product user interface.
g) Licensee may not use screen shots that contain third-party content unless Licensee has obtained the express permission from the third-party.
h) Licensee must include the following copyright attribution statement: "SAP product screen shot(s) reprinted with permission from SAP."
i) If Licensee's use includes references to a SAP Software, Licensee must use the full name of the Software.
j) Licensee may not use a screen shot that contains an image of an identifiable individual unless Licensee has obtained permission from the individual.

6.2 *SAP Crystal Reports runtime product*

6.2.1 Scope. This section applies to the runtime product included in SAP Crystal Reports 2008, Crystal Reports XI, SAP Crystal Reports for Visual Studio 2010, and SAP Crystal Reports for Eclipse.

6.2.2 *Definitions*

6.2.2.1 "*Client Application*" means an application developed by Licensee that a) utilizes the Runtime Product, b) is installed fully on an end user's machine, with all report processing local to that machine, and c) adds significant and primary functionality to the Runtime Product.

6.2.2.2 "*Internal Installation*" or "*Internally Install*" means installing into production Client Applications and/or Server Applications on one or more computers within Licensee's company or organization only in connection with Licensee's internal business purposes.

6.2.2.3 "*Distribution*" or "*Distribute*" means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Licensee's company or organization.

6.2.2.4 "*Runtime Product*" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with SAP Crystal Reports 2008, SAP Crystal Reports for Eclipse 2.0, and SAP Crystal Reports for Visual Studio 2010.

6.2.2.5 "*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.

6.2.3 *Usage.* Licensee may install and use a single copy of the Runtime Product to develop Client Applications and Server Applications. The Distribution and Internal Installation terms and conditions differ based on the type of applications Licensee develops, as described in the following sections.

6.2.4 *Internal Installation of Client Applications and Server Applications.* Licensor grants Licensee a personal, nonexclusive, limited license to Internally Install the Runtime Product with Client Applications and Server Applications.

6.2.5 *Distribution of Client Applications.* Subject to Licensee's compliance with all of the terms herein, including without limitation section 6.2.7, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.

6.2.6 *Distribution of Server Applications.* Subject to Licensee's compliance with all of the terms herein, including without limitation section 6.2.7, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that the Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports.

6.2.7 *Runtime Product Distribution Requirements.*
If Licensee distributes the Runtime Product to third parties pursuant to sections 6.2.5 or 6.2.6, 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 Software, without prior written permission from SAP;
(c) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;
(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 SAP's 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 SAP's product offerings;
End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;

6.2.8. SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE APPLICATION OR RUNTIME PRODUCT.

6.3 *SAP Crystal Dashboard Design, departmental edition*.

6.3.1 *Usage*. Self Contained Presentations created with the departmental edition of SAP Crystal Dashboard Design may be freely redistributed.
SWF files generated by the departmental edition that access data exclusively with the Crystal Reports connector can be embedded into a Crystal Report and the resulting report can be redistributed without any additional licensing requirements.

6.3.2 *Viewing License*. If you refresh, publish, push or otherwise change data contained in any SWF file generated by the departmental edition (or SWF file exported to other supported file formats such as PDF, AIR, PPT), you must acquire SAP Crystal Dashboard Viewing option for each named user that can view the SWF. This option is included with and matches the Named User Licenses ("NUL") of SAP Crystal Reports Server and SAP Crystal Server. One named user license of the Dashboard Viewing option is included with the departmental edition license.

6.3.3 *Restrictions*. SWF files generated by the departmental edition:

- Cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.
- Can be deployed standalone only to SAP Crystal Reports Server or SAP Crystal Server.
- Cannot access any data sources from SAP Software, with the exception of SAP BusinessOne.
- Cannot be distributed to more than 100 end users.

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

6.4 *SAP Crystal Dashboard Design, personal edition*

6.4.1 *Usage*. Self Contained Presentations created with the personal edition of SAP Crystal Dashboard Design may be freely redistributed. SWF files created by the personal edition of SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be embedded into a Crystal Report and the resulting report can be redistributed without requiring additional licensing.

6.4.2 *Restrictions*. SWF files generated by the personal edition:

- Cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.
- Can be deployed standalone only to SAP Crystal Reports Server, or SAP Crystal Server.
- Cannot access any data sources from SAP Software, with the exception of SAP BusinessOne.

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

6.5 *SAP Crystal Presentation Design*

6.5.1 *Usage*. Self Contained Presentations created with all editions of SAP Crystal Presentation Design may be freely redistributed. Licensees of the enterprise edition of SAP Crystal Presentation Design can deploy the Software to any number of employees and contractors, provided

those employees and contractors are directly employed by the Licensee. This license does not extend beyond Licensee's corporate entity and excludes all subsidiaries or affiliates of the Licensee.

6.5.2 *Restrictions*. The student edition of SAP Crystal Presentation Design may only be used by full time or part time students of a secondary or post-secondary educational institution.

6.6 *SAP Crystal Server*

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

6.6.2 *Usage*. SAP Crystal Reports which contain SWF files created by either the personal or departmental edition of SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be viewed by users with either NUL or CAL licenses.

6.6.3 *Restrictions*. For each Deployment, SAP Crystal Server may be installed and used only on a single Server. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use SAP Crystal Server to access data in SAP applications with the exception of SAP Business One. Licensee shall not make any single dashboard available to more than 100 named users, nor to users covered under a CAL license.

The following software features and functions can only be accessed using NUL licenses:

- Dashboard viewing through the InfoView or BI Launchpad portal,
- Dashboard viewing through any portal integration kit.
- Dashboard Builder
- BI Workspace
- SAP BusinessObjects Explorer (SAP Crystal Server 2011 and later only)

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

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

6.7 *Xcelsius Engage Server*

6.7.1 *Usage.* Self Contained Presentations created with Xcelsius Engage Server may be freely redistributed. A connected presentation that receives its data exclusively from the Crystal Reports connector, and is embedded into a Crystal Report is considered a self-contained presentation.

6.7.2 *Restrictions*. SWF files generated by Xcelsius Engage Server cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

7. Supplementary Products

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

7.1.1

- 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. Address Directories shall not be used within a service bureau environment. In selected cases, the use by an affiliate will require a separate license (see all specific directory restrictions in the "Pass Through Terms for 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/or 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 but may be used to cleanse an existing mailing list or database of an End User;
- 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.

7.1.2 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".
- 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.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.

7.1.3 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.)

7.1.4 *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.

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

7.2 *Databases*

DB2 for Linux, Unix and Windows:
Enterprise Edition Database partitioning, Storage Optimization included

Oracle DB:
Enterprise Edition, Oracle Objects Option, Partitioning, Intermedia, Oracle Advanced Security Option, Oracle Advanced Compression Option, Standard Management Pack, DBA Management Pack, Diagnostic Pack, Tuning Pack, Provisioning Pack and Change Management Pack. For details and possible limitations regarding the support of the licensed options please see SAP support notes.

Oracle Extended Package
Real Application Cluster (RAC), Database Vault

DB2 for z/OS:
DB2 for z/OS and OS/390, IBM DB2 Operational Utilities for z/OS, IBM DB2 Diagnostic and Recovery Utilities for z/OS, IBM DB2 Connect Enterprise Edition. Upgrade options for customers having licensed DB2 for OS/390 before October 1, 2003 are available upon request.

Microsoft SQL Server:
Enterprise Edition

7.3 *SAP Test Acceleration and Optimization*. SAP Test Acceleration and Optimization requires a license of HP Quality Center including the modules Business Process Testing and QuickTest Professional. This can be licensed from HP directly or by licensing "SAP Quality Center by HP" (material number 7010568).

7.4 *Third PartyProducts*

7.4.1 *SAP Interactive Forms by Adobe, Enable the Enterprise (includes 40 Interactive Forms) ("Adobe EE")*. The total number of SAP Named Users licensed to use SAP Software may never exceed the License Level for Adobe EE**,** i.e. all licensed SAP Named Users must contribute to the calculation of the license fee for Adobe EE.

7.4.2 *Additional Interactive Forms Bundle(s) for Adobe EE or Adobe, Individual User ("Adobe EE or IU") (40 Forms per Additional Interactive Forms Bundle)*. Only individuals licensed to use Adobe EE or IU are permitted to use the licensed Additional Interactive Forms Bundles for Adobe EE or IU (if any).

7.4.3 *SAP Interactive Forms by Adobe, External Users ("Adobe EU")*. Only those individuals who are licensed to use specific SAP Software without the requirement of an SAP Named User license may use licensed Adobe EU, and such use (of Adobe EU) shall be solely in conjunction with, and to the extent of, such individual's license to use such specific SAP Software without the requirement of an SAP Named User license. For avoidance of doubt, no one licensed as an SAP Named User may use Adobe EU. External users get access to 40 forms or the number of forms licensed for Adobe EE/ Adobe IU if greater than 40.

7.4.4 *SAP Information Interchange by Crossgate ("IIC") and Web Based Connectivity Option ("WBC")*. A valid license of IIC is a pre-requisite for licensing and Using WBC. WBC has to be licensed in accordance with the minimum quantities stated in the price list and require IIC licenses as a prerequisite. Notwithstanding where IIC, or ICC with WBC, is licensed with a runtime database pursuant to an Software Agreement, a separate mySQL database is still required (in addition to the licensed runtime database) as follows: (i) the Crossgate software licensed hereunder currently requires a mySQL database product, which is a third party product which has either been integrated or pre-installed as part of the Crossgate software, or which must be installed to use the Crossgate software; (ii) if integrated in the licensed Crossgate software, the integrated mySQL database product functionality may differ from that of a non-integrated mySQL database product; (iii) this Agreement does not contain a license to use the mySQL database, even where integrated or pre-installed as part of the licensed Crossgate software; (iv) the mySQL database product is subject to its respective vendor license agreement; (v) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained from a third party by Licensee; and (vi) Licensee is responsible for support and maintenance of any database product obtained from a third party supplier, and SAP has no responsibility in this regard.

7.4.5 *SAP LoadRunner by HP ("LR")*. Licensee's use of the LR software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating

systems, databases, application servers, etc) only in quality assurance and similar non-production environments, and may only be used on a single server.

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

7.4.7 *SAP LoadRunner by HP, Performance Center without Diagnostics ("LR PC")*. Licensee's use of the LR PC software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc) or any other pre-production software (so long as the LR PC software Documentation specifies that the licensed LR PC software is prescribed for testing and monitoring such other pre-production software) only in quality assurance and similar non-production environments.

7.4.8 *SAP Quality Center by HP, Enterprise Edition ("QC EE")*. Licensee's use of the QC EE software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc), and, if the applicable Software Agreement indicates that QC EE is licensed for "Full Use", Licensee's use of the QC EE software shall also include the right to test or monitor any other pre-production software (so long as the QC EE software Documentation specifies that the licensed QC EE software is prescribed for testing and monitoring such other pre-production software), all in quality assurance and similar non-production environments only. The QC EE Bundle currently includes the SAP Quality Center by HP, Enterprise Edition – QuickTest Professional, TestDirector, Business Process Testing, Requirements Management, and Defects Management components.

7.4.9 *SAP Quality Center by HP, Premier Edition ("QC PE")*. Licensee's use of the QC PE software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc) or any other pre-production software (so long as the QC PE software Documentation specifies that the licensed QC PE software is prescribed for testing and monitoring such other pre-production software), all in quality assurance and similar non-production environments only. The QC PE Bundle currently includes the SAP Quality Center by HP, Premier Edition – QuickTest Professional, TestDirector, Business Process Testing, Requirements Management, and Defects Management components.

7.4.10 *SAP Regulatory Report by iBS, Accounts;SAP Regulatory Report by iBS, Derivatives; SAP Regulatory Report by iBS, P/C/S Cashflow; SAP Regulatory Report by iBS, Retail Cashflow.* Licensed iBS software may only be used to support Licensee's German, Austrian and/or Swiss business operations.

7.4.11 *Metadata Management Multi-Source Integrators by MITI (CPU).* The total number of CPUs of SAP BusinessObjects Metadata Management (CPU) licensed by Licensee may never exceed the License Level for the MITI Software licensed above.

7.4.12 *SAP Employee File Management by OpenText ("EFM").* An individual licensed to use EFM must be licensed as an SAP Business Expert, Professional, Limited Professional, Business Information, Employee or Employee Self-Service, or Solution Extension User. EFM contains a limited use license of SAP Document Access by OpenText that can only be used in conjunction with the EFM solution to manage employee related documents. Broader usage of Document Access would require separate licensing of that solution.

7.4.13 *SAP Digital Asset Management by OpenText ("DAM")*. An individual licensed to Use DAM must be licensed (under separate Software Agreement) as an SAP Business Expert, Professional, Limited Professional, Business Information, Employee or Employee Self-Service, or Solution Extension User.

7.4.14 *SAP Extended ECM by OpenText ("xECM")*. An individual licensed to use xECM must be licensed as an SAP Business Expert, Professional, Limited Professional, Business Information, Employee or Employee Self-Service, or Solution Extension User.

7.4.15 *SAP Document Access by OpenText ("DA") and SAP Document Access by OpenText for POS Device ("DA for POS").* An individual licensed to use DA for SAP Business Expert, Professional and Limited Professional Users must be licensed as an SAP Business Expert, Professional or Limited Professional User. An individual licensed to use DA for SAP Business Information, Employee and Employee Self-Service Users must be licensed as an SAP Business Information, Employee or Employee Self-Service User. DA may not be used to archive and/or view any data and/or documents originating from a point-of-sale device. DA for POS may only be used by individuals licensed as SAP Named Users(and in accordance with each individual's respective SAP Named User type) to archive and/or view data and/or documents originating from a point-of-sale device. .

7.4.16 *SAP Archiving by OpenText ("Archiving")*. An individual licensed to use Archiving for SAP Business Expert, Professional and Limited Professional Users must be licensed as an SAP Business Expert, Professional or Limited Professional User. An individual licensed to use Archiving for SAP Business Information, Employee and Employee Self-Service Users must be licensed as an SAP Business Information, Employee or Employee Self-Service User.

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

7.4.18 *SAP Dispatching & Planning – Long Term Planning by Prologa; SAP Dispatching & Planning – Operational Planning by Prologa; SAP Legal Requirements by Prologa.* An individual licensed to use any Prologa must be licensed as an SAP Business Expert, Professional or Limited Professional User.

7.4.19 *SAP User Experience Management by Knoa and SAP User Experience Management by Knoa, version for SAP GUI.* SAP User Experience Management by Knoa and SAP User Experience Management by Knoa, version for SAP GUI (collectively, "Knoa") may be embedded or bundled with the following SAP Business Objects Software: SAP Business Objects Enterprise Premium, WebIntelligence, Xcelsius Enterprise, Xcelsius Enterprise Interactive Viewing ("Runtime Software"). Such Runtime Software may only be Used to access data created or enhanced by Knoa. Runtime Software may not be combined in the same Deployment as SAP BusinessObjects Software licensed independently from Knoa.

7.4.20 *BSI U.S. Payroll Tax Processing.* The BSI software is licensed for use in conjunction with the payroll functionality contained in the SAP Payroll Software, which must be separately licensed. In addition, the license for the BSI software is limited for use on a single Platform at a time (with the exception of a Platform migration period as BSI may allow). For purposes herein, the term "Platform" shall mean a single BSI Supported Configuration of the following: a single database, single server, single client software, and single operating system. For purposes herein, "BSI Supported Configuration" shall mean a configuration for which BSI makes support available for SAP Licensees of the BSI software. The BSI software license does not include a license to use any third party database, server, client software, or operating system. If Licensee wishes to change the Platform: (i) Licensee shall provide SAP written notice of the same and complete a Platform Change form (in a format acceptable to BSI); and (ii) SAP shall allow such change to the extent and under the conditions BSI generally makes available to SAP, including without limitation Licensee's payment of any platform change fees that apply.

7.4.21 Additional Third Party Product Terms Applicable to Standalone Use:

7.4.21.1 Metadata Management Multi-Source Integrators by MITI (CPU). SAP BusinessObjects Metadata Management ("BMM") must be separately licensed by Licensee for Standalone Use, and the total number of BMM CPUs licensed by Licensee may never exceed the License Level for the MITI Software licensed above.

7.4.22 *SAP Solution Extension Limited User.* The SAP Solution Extension Limited User is solely authorized to Use one (1) third party solution licensed by SAP. The License Agreement needs to expressly specify this third party solution. The SAP Solution Extension Limited User applies to SAV if the assigned third party solution does.

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

When ANCILE 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 ANCILE or SAP Productivity Composer by ANCILE 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 ANCILE solutions. SAP BusinessObjects Knowledge Accelerator may be licensed in the Named User or CPU capacity.

7.4.24 *SAP Extended Enterprise Content Management by OpenText.* SAP Application Named users are applicable. SAP Solution Extension Limited User can be licensed if qualified.

7.4.25 *SAP Portal Content Management by OpenText and SAP Portal Site Management by OpenText.* SAP Portal Content Management by OpenText (PCM) and SAP Portal Site Management by OpenText (PSM) may only be Used with the SAP Portal, as included in SAP NetWeaver (the "SAP Portal") and may not directly or indirectly Use any other licensed SAP Proprietary Information. PCM and PSM do not include an SAP Portal license.

7.4.26 *SAP Multiresource Scheduling, SAP Multiresource Scheduling with Optimizer, SAP Public Budget Formulation, SAP Intercompany Data Exchange for German Metering,* SAP Payment Engine, SAP Pricing and Costing for Utilities, SAP Connector to eBAgent, SAP Business Process Tracking for Utilities, SAP Application Interface Framework. Special terms & conditions apply. Details on language availability, technical prerequisites to install and to use these SAP Applications, support periods and further terms & conditions can be found at .

7.4.27 *SAP Real-Time Offer Management (Agent-Assisted Channel), SAP Real-Time Offer Management (Self-Service Channel).* Special terms & conditions apply. Details on language availability, technical prerequisites to install and to use these SAP Applications, support periods and further terms & conditions can be found at http://service.sap.com/fbs/availability.

7.4.28 *SAP Business Communication Management (BCM), Rapid Deployment Edition*
The usage of SAP Business Communication Management application under this license is restricted to as follows:
Inbound Contact Center is permitted; no Outbound Contact Center and no Enterprise Telephony.
Contact channels are limited to the Voice channel only and without Call-back channel while Software-based Interactive Voice Response (IVR) is limit to 1 port per 2 agents
The use of the following agent tools are not permitted: IP-desk-phone, Integration to MS Outlook, Switchboard operator tools, Contact Classification Tools, Task Management, Auto Manual Task creation, Task Classification, Task Alarm, monitoring and reporting, Messenger Tools and Outbound dialer softphone.

A Maximum of one supervisor per five agents is allowed, The use of the following supervisor tools is not permitted: Chat with Agents, Message broadcasting and outbound campaign management.
The use of the following Contact Routing and IVR Tools is not permitted: Skills-based routing, Preferred/last served agent routing, Personal queues, Email routing based on key words and Least cost-based routing.
The use of Task Handling reports are not permitted.
The usage of Mobile Communication Mobile Client (CMC) is not permitted.

7.4.29 *SAP CRM Rapid Deployment Edition.* Licensee's use of SAP CRM Rapid Deployment Edition is limited to accessing the following functionality within SAP CRM: Segmentation & List Management, Lead Management, Opportunity Management, Sales Performance Management, Customer Service & Support, Campaign Management and Accounts and Contact Management. Licensee's use of the functionality specified herein is limited solely to accessing SAP CRM components. Licensee is entitled to use SAP NetWeaver Mobile Gateway but only to the extent such use is required to access the functionality specified herein. use of other mobile applications may require additional license fees.

7.4.30 *SAP SRM Rapid Deployment Edition.* The SAP SRM Rapid Deployment Edition is based on the SAP SRM application. The SAP SRM Rapid Deployment Edition package enhances the Enterprise Foundation Package by Strategic Sourcing with Request for Quotation. The SAP SRM Rapid Deployment Edition has to be installed as an Add-on in an ERP system using the classic technical scenario.

7.4.31 *SAP Information Interchange by Crossgate.* SAP Information Interchange by Crossgate requires a mySQL database, which needs to be licensed directly from the respective vendor.

7.4.32 *SAP Interactive Forms by Adobe, external users.* External users get access to 40 forms or the number of forms licensed for Enable the License/Individual user if greater than 40.

7.4.33 *SAP Workforce Scheduling &Optimization by ClickSoftware - Realtime Service*. The bundle provides out of the box integration with Pitney Bowes Business Insight-MapInfo, PTV and Microsoft Bing. Each map provider requires a valid license, which needs to be purchased separately. Additional custom integrations with other mapping providers (e.g. ESRI) are possible.

7.4.34 *SAP BusinessObjects Predictive Workbench by IBM (PW).* PW may only be used with SAP Software, which must be licensed separately by Licensee. All output from PW is restricted to distribution and use within PW (or export sources provided within PW) and/or Licensee's licensed SAP Software. Notwithstanding anything to the contrary, for every three (3) users of PW licensed, Licensee shall have the right to deploy the PW server components on one (1) CPU. PW may only be installed, deployed and/or hosted at a Licensee or an authorized Affiliate's facility.

7.4.35 *SAP Object Event Repository.* SAP Object Event Repository includes use-rights of Auto-ID Infrastructure (AII) capabilities; however those aII capabilities can only be used in conjunction with SAP Object Event Repository. Stand-alone use based on this license is not allowed

8. SYBASE Portfolio Products.

8.1 Sybase Product Specific Terms / Use Rules

The Sybase Software licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to http://www.sybase.com/thirdpartylegal for certain notices relating to the Free Download Components.

8.2 Package Restrictions for Sybase Products.

8.2.1 *Sybase Unwired Platform ("SUP")*. SUP includes a runtime license of Sybase SQL Anywhere, Mobilink, and Ultralite.. These runtime products can be used solely in conjunction with the Usage of SUP.

8.2.2 *SUP Additional Application Connections*. Additional Application Connections may only be used by individuals who are also licensed as SUP Users. Each additional Application Connection licensed shall be added to the aggregate total of Application Connections that may be made by individuals who are also licensed as SUP Users.

8.2.3 *Sybase Afaria Handheld Device Management from SAP (Afaria HDM) and/or Sybase Unwired Platform (SUP) & Afaria Handheld Device Management from SAP (Afaria HDM)*

8.2.3.1 Afaria HDM license includes the following components, for Use solely on or with handheld devices: Afaria Multi Tenant Enterprise Server, Afaria Class A Client.

8.2.3.2 Use of each non-productive, test and development installation of Afaria HDM shall not exceed ten (10) Afaria HDM Users or ten (10) SUP & Afaria HDM Users. However, there is not a limit on the number of test and development installations provided the number of licensed Afaria HDM Users or SUP & Afaria HDM Users (as applicable) is not exceeded.

8.2.3.3 *Afaria HDM Users.* Any individual Using Afaria HDM must be licensed (i) as an Afaria HDM User or SUP & Afaria HDM Users and (ii) also as an SAP Named User, and such individual's use of Afaria HDM shall be subject to such individual's SAP Named User type and the applicable License Level for Afaria HDM or SUP & Afaria HDM.

8.2.4 *Sybase Afaria Laptop Management from SAP (Afaria LM)*

8.2.4.1 Afaria LM license includes the following components, for Use solely on or with laptops: Afaria Multi Tenant Enterprise, Afaria Channel Test/Dev Server, Afaria Class B Client.

8.2.4.2 Use of each non-productive installation (i. e. test and development systems) of Afaria LM shall not exceed ten (10) Afaria LM Users. However, there is not a limit on the number of test and development installations provided the number of licensed Afaria LM Users is not exceeded.

8.2.4.3 *Afaria LM Users*. Any individual Using Afaria LM must be licensed (i) as an Afaria LM User and (ii) also as an SAP Named User, and such individual's use of Afaria LM shall be subject to such individual's SAP Named User type and the Afaria LM License Level.

8.2.5 *Advanced Security Option; Unstructured Data Analytics Option; Multiplex Grid Option; Very Large Database Management Option (VLDB)*

Advanced Security Option; Unstructured Data Analytics Option; Multiplex Grid Option; Very Large Database Management Option (VLDB) requires the licensing of Sybase IQ Enterprise Edition.

8.2.6 *Sybase ASE*. Sybase Adaptive Server Enterprise ("ASE") is a runtime database licensed for use by individuals licensed as SAP Named Users solely in conjunction with their use of applicable Software and/or Third Party Software licensed by Licensee from SAP. The Sybase ASE runtime database may not be used to run any software and/or third party software other than applicable Software and/or Third Party Software licensed by Licensee from SAP. For purposes of clarification, see the applicable Software and/or Third Party Software Documentation for information regarding release(s) / version(s) supported on the Sybase ASE runtime database.

8.2.70 *DB2 Runtime Database in Certain Sybase Licensing Scenarios*. Notwithstanding anything to the contrary, the Afaria HDM and Afaria LM Software, may require a database product in addition to any runtime database that may be licensed in the Software Agreement. The Software Agreement does not contain a license to use any database product other than one identified in the Software Agreement. SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained (i.e. licensed) directly from a third party vendor by Licensee, and Licensee is responsible for support and maintenance of any database product obtained (i.e. licensed) from a third party vendor, and SAP has no responsibility in this regard.

8.2.8 *SAP Enterprise Integrations for Mobile Apps Software*.

8.2.8.1 The SAP Enterprise Integration for Mobile Apps Software may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. In addition, the following terms apply to specific Software:

8.2.8.2 *SAP Enterprise Integrations for Mobile Apps.* For the SAP Enterprise Integration Mobile Apps listed below, in addition to fulfilling the underlying SAP Named User license requirement, access to the licensed Enterprise Integrations for Mobile Apps requires one of the following (i) an SAP NetWeaver Gateway license and SUP User license; (ii) an SAP NetWeaver Gateway license and an SUP & Afaria HDM User license; or (iii) SAP Mobile Platform User license.

SAP Enterprise Integration for ERP Quality Issue Mobile App
SAP Enterprise Integration for Employee Lookup Mobile App
SAP Enterprise Integration for Leave Request Mobile App
SAP Enterprise Integration for Travel Receipt Capture Mobile App
SAP Enterprise Integration for Travel Expense Approval Mobile App
SAP Enterprise Integration for HR Approvals Mobile App
SAP Enterprise Integration for Cart Approval Mobile App
SAP Enterprise Integration for Timesheet Mobile App
SAP Enterprise Integration for Sales Order Notification Mobile App
SAP Enterprise Integration for Customer and Contacts Mobile App
SAP Enterprise Integration for Material Availability Mobile App
SAP Enterprise Integration for ERP Order Status Mobile App
SAP Enterprise Integration for GRC Access Approver Mobile App
SAP Enterprise Integration for GRC Policy Survey Mobile App
SAP Enterprise Integration for Payment Approvals Mobile App
SAP Enterprise Integration for Customer Financial Fact Sheet Mobile App
SAP Enterprise Integration for Interview Assistant Mobile App
SAP Enterprise Integration for Transport Notification and Status Mobile App
SAP Enterprise Integration for Transport Tendering Mobile App
SAP Enterprise Integration for Manager Insight Mobile App
SAP Enterprise Integration for Electronic Medical Record on iPad Mobile App

8.2.8.3 *Sybase Mobile Workflow Enterprise Integration for SAP, Sybase Mobile Sales Enterprise Integration for SAP CRM, SAP Enterprise Integration for Retail Execution Mobile App, SAP Enterprise Integration for Field Service Mobile App, SAP Enterprise Integration for EAM Work Order Mobile App*. The referenced Enterprise Integrations for Mobile Apps include a runtime license of SAP NetWeaver Mobile Gateway and Use of

such runtime product is limited solely to enable Licensee's Usage of the licensed Enterprise Integrations for Mobile App. In addition to fulfilling the underlying SAP Named User license requirement, each Enterprise Integration Mobile App User must also be licensed as an SUP User, an SUP & Afaria HDM User or SAP Mobile Platform User.

8.2.8.4 *SAP Enterprise Integration for Citizen Connect Mobile App.* In addition to fulfilling the underlying SAP Named User license requirement, Use of the licensed SAP Enterprise Integration for Citizen Connect Mobile App requires a license of SAP NetWeaver Gateway or SAP Mobile Platform User.

8.2.9 *SAP Mobile Platform.* Each SAP Mobile Platform User license is comprised of one (1) Sybase Unwired Platform (SUP) & Afaria Handheld Device Management from SAP (Afaria HDM) User license. Each component comprising the SAP Mobile Platform is subject to the applicable terms stated in the LPC. Each such SAP Mobile Platform User may Use SAP NetWeaver Gateway as follows: each SAP Mobile Platform User is licensed to Use SAP NetWeaver Gateway provided with the SAP Mobile Platform for the sole purpose of enabling (i) any SAP Mobile Applications, as set forth on http://www.sap.com/mobile, and licensed by Licensee under the Software Agreement on a per user basis, solely to interface with the Software and/or third party software licensed under the Software Agreement and/or (2) any Licensee owned/licensed mobile applications, solely to interface with the Software and/or third party software licensed under the Software Agreement via SUP**.** Any other Use of SAP NetWeaver Gateway requires a separate SAP NetWeaver Gateway license.

8.2.10 *SAP Mobile Platform for Consumers.* Each SAP Mobile Platform for Consumer User license is comprised of Sybase Unwired Platform (SUP) & and SAP Netweaver Gateway. Each component comprising the SAP Mobile Platform for Consumers is subject to the applicable terms stated in the LPC. Each such SAP Mobile Platform for Consumer User is licensed to Use SAP NetWeaver Gateway provided with the SAP Mobile Platform for Consumers for the sole purpose of enabling (i) any SAP Mobile Applications, as set forth on http://www.sap.com/mobile, and licensed by Licensee under the Software Agreement on a per user basis, solely to interface with the Software and/or third party software licensed under the Software Agreement and (2) any Licensee owned/licensed mobile applications, solely to interface with the Software and/or third party software licensed under the Software Agreement via SUP. Any other Use of SAP NetWeaver Gateway requires a separate SAP NetWeaver Gateway license. Licensee may grant each licensed SAP Mobile Platform for Consumer User the right to make an unlimited number of Application Connections, and there is no requirement for an SAP Mobile Platform for Consumer User to also be licensed as an SAP Named User; and only an individual making Application Connections solely on his or her own behalf as an individual (i.e. not in conjunction with his or her employment or on behalf of any other individual(s) and/or entity(ies)) may be licensed as an SAP Mobile Platform for Consumer User.

8.2.11 *SAP Mobile Platform Limited Runtime License*. Licensee is licensed to Use Sybase Unwired Platform and SAP NetWeaver Gateway ("Mobile Platform Runtime Components") with the licensed Software referenced at the web sites below, for the sole purpose of enabling Licensee's usage of such licensed Software via interface with the Mobile Platform Runtime Components:

(1) SAP Enterprise Integration for SAP Mobile Application; or
(2) SAP Partner Certified Mobile Application

both as stated at http://www.sap.com/solutions/mobility/sap-mobile-platform-runtime-option/index.epx or http://www.sap.com/solutions/mobility/sap-mobile-platform-runtime-option-for-productivity-apps/index.epx. Licensee's Use of SAP NetWeaver Gateway as a Mobile Platform Runtime Component is solely via interface to SUP. Licensee must license the necessary Users / Named Users for its Use of the licensed Software in accord with the LPC. Each component comprising the Mobile Platform Runtime Components is subject to the applicable terms stated in the LPC. In the event Licensee Uses the Mobile Runtime Platform Components other than as specified in this paragraph, a separate full use license is required.

8.2.12 *SAP Sybase ASE Enterprise Edition.* In order for SAP Sybase ASE Enterprise Edition to operate with other SAP Software, additional licenses for P Sybase ASE Enterprise Edition optional components may be required.

8.2.13 *Sybase Replication Server.* SAP Sybase Replication Server, whether licensed as an individual Software line item hereunder or included as a runtime version with another Software line item licensed hereunder, may be Used with the SAP Sybase ASE database (where such SAP Sybase ASE database is licensed). Direct or indirect access and/or use of any other database product by or by way of the SAP Sybase Replication Server is strictly prohibited unless Licensee has first obtained an appropriate license for such access / use directly from an authorized third party (excludes SAP). Licensee may not Use the SAP Sybase Replication Server with any database licensed under this Agreement (if any) except where such database is the SAP Sybase ASE Database.

8.2.14 *SAP Sybase ASE - Small Business Edition*. SAP Sybase ASE-Small Business Edition is limited to Use on a single Server with a maximum capacity (as specified by the manufacturer) of two (2) Chips, with not more than two hundred fifty-six (256) Named Users accessing simultaneously and a total of not more than eight (8) processes being run simultaneously.

8.2.15 *SAP Sybase IQ Enterprise Edition.* Regardless of the number of Cores licensed, SAP Sybase IQ Enterprise Edition includes one (1) Multiplex Grid Option server license.

8.2.16 *SAP Power Designer Products, SAP Replication Server and SAP Replication Server Optional Add-ons.* Includes SAP Sybase SQL Anywhere database, which may only be Used as the metadata repository for the Power Designer Software (where licensed) and/or Replication Server Software (where licensed) and for SQL language parsing.

8.2.17 *SAP Sybase Event Stream Processor and Adapters.* As is true in all cases, in order to integrate or otherwise Use the licensed Software with another third party software product, Licensee must first secure an appropriate license from the applicable third party licensor (or one of its authorized distributors). SAP may disclose Licensee's business name, address and license metric / level to such entities (where they are licensors of the licensed Software to SAP or its parent, SAP AG) to assist such licensors in determining Licensee's compliance with the preceding sentence.

8.2.18 *SAP Sybase ASE, SAP Replication Server.* Where SAP Sybase ASE and/or SAP Replication Server Software is licensed, it includes a total of one (1) SAP Sybase Software Developer Kit (SDK) user license

9. SAP HANA

9.1 *Definitions.*

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

9.1.2 *Non-SAP Applications*. Any software and/or applications, other than Software or Third Party Software, for which Licensee has secured an appropriate license from an entity other than SAP, SAP AG, and/or any of its/their subsidiaries and/or distributors.

9.2 *Where SAP HANA Is Not Contractually Restricted to Standalone Use.*

9.2.1 *SAP HANA, Platform Edition*. SAP HANA Platform may be used with an unlimited number of Data Sources, and such use is subject to the applicable Licensed Level.

9.2.2 *SAP HANA, Enterprise Edition*. SAP HANA Enterprise may be used with an unlimited number of Data Sources, and such use is subject to the applicable Licensed Level. SAP HANA Enterprise currently includes a runtime license of SAP Business Objects Data Integrator ("DI") and SAP System Landscape Transformation ("SLT"), and use of such runtime products shall be limited solely to extracting data from Data Sources into HANA.

9.2.3 *SAP HANA Extended Enterprise*. SAP HANA Extended Enterprise may be used with an unlimited number of Data Sources, and such use is subject to the applicable Licensed Level. SAP HANA Extended Enterprise currently includes a runtime license of SAP Business Objects Data Integrator ("DI"), SAP System Landscape Transformation ("SLT"), Sybase Replication Server ("SRS"), Sybase SQL Anywhere database ("SQL") and Sybase Adaptive Server Enterprise ("ASE"), and use of such runtime products shall be limited solely to (i) in the case of DI, SLT and SRS, extracting data from Data Sources into SAP HANA, (ii) in the case of SQL, serving as the database repository for SRS and (iii) in the case of ASE, serving as the database repository for DI and/or SRS (with respect to SRS, Licensee may elect, in its discretion, to use ASE rather than SQL). Notwithstanding anything to the contrary, Licensee may not use SRS to directly or indirectly extract data from any Microsoft, Oracle, IBM Informix, IBM DB2 for z/OS, ASE, and/or MaxDB database product.

9.2.4 *Named User Requirements Where SAP HANA Software Is Not Contractually Restricted to Standalone Use*.

9.2.4.1 If an individual is Using licensed SAP HANA Software with a specific application that is licensed Software or Third Party Software and requires an SAP Named User license, then the SAP Named User license granting such individual the right to use such specific application shall also fulfill the SAP Named User license requirement for use of the licensed SAP HANA Software solely with such specific application, and such individual's use of the licensed SAP HANA Software with such specific application shall be in accordance with the respective SAP Named User license.

9.2.4.2 If an individual is Using licensed SAP HANA Software with a specific application that is licensed Software or Third Party Software and does not require an SAP Named User license, then use of the licensed SAP HANA Software solely with such specific application shall not require an SAP Named User license.

9.2.4.3 If an individual is Using licensed SAP HANA Software with Non-SAP Applications, then such individual must be licensed as an SAP Application HANA Administrator use or an SAP Application HANA Viewer User, and such individual's use of the licensed SAP HANA Software solely with such Non-SAP Applications shall be in accordance with the respective SAP Named User license.

9.2.4.4 Notwithstanding the foregoing, an SAP Named User license will not be required solely where (i) data is exported directly out of the licensed SAP HANA Enterprise Edition or SAP Extended Enterprise into Non-SAP Applications in an asynchronous, non-real-time manner and (ii) the use of such exported data in such Non-SAP Applications does not result in any updates to and/or trigger any processing capabilities of any licensed Software or Third Party Software. Notwithstanding anything to the contrary, if a runtime database is licensed for use with the licensed SAP HANA Extended Enterprise Software, then use of such runtime database to support the export of data from the licensed SAP HANA Enterprise Software in accordance with the immediately preceding sentence shall be limited to standard APIs provided with such runtime database.

9.3. *Where SAP HANA Software Is Contractually Restricted to Standalone Use.*

9.3.1 *Standalone Use of HANA Platform*. SAP HANA Platform may be used with an unlimited number of Data Sources, such use being subject to the Standalone use restriction and the applicable Licensed Level.

9.3.2 *Standalone Use of HANA Enterprise*. SAP HANA Enterprise may be used with an unlimited number of Data Sources, such use being subject to the Standalone use restriction and the applicable Licensed Level. SAP HANA Enterprise currently includes a runtime license of SAP Business Objects Data Integrator ("DI") and SAP System Landscape Transformation ("SLT"), and Standalone use of such runtime products shall be limited solely to extracting data from Data Sources into HANA.

9.3.3 *Standalone Use of HANA Extended Enterprise Enterprise*. SAP HANA Extended Enterprise may be used with an unlimited number of Data Sources, such use being subject to the Standalone use restriction and the applicable Licensed Level. SAP HANA Extended Enterprise currently includes a runtime license of SAP Business Objects Data Integrator ("DI"), SAP System Landscape Transformation ("SLT"), Sybase Replication Server ("SRS"), Sybase SQL Anywhere database ("SQL") and Sybase Adaptive Server Enterprise ("ASE"), and Standalone use of such runtime products shall be limited solely to (i) in the case of DI, SLT and SRS, extracting data from Data Sources into SAP HANA, (ii) in the case of SQL, serving as the database repository for SRS and (iii) in the case of ASE, serving as the database repository for DI and/or SRS (with respect to SRS, Licensee may elect, in its discretion, to use ASE rather than SQL). Notwithstanding anything to the contrary, Licensee may not use SRS to directly or indirectly extract data from any Microsoft, Oracle, IBM Informix, IBM DB2 for z/OS, ASE, and/or MaxDB database product.

9.4 *Named User Requirements Where SAP HANA Software Is Contractually Restricted to Standalone Use*

9.4.1 If an individual is Using licensed SAP HANA Software that is contractually restricted to Standalone use with a specific application that is licensed Software or Third Party Software (also contractually restricted for Standalone Use) and requires an SAP Named User license, then the SAP Named User license granting such individual the right to use such specific application shall also fulfill the SAP Named User license requirement for use of the licensed SAP HANA Software solely with such specific application, and such individual's use of the licensed SAP HANA Software with such specific application shall be in accordance with the respective SAP Named User license.

9.4.2 If an individual is Using licensed SAP HANA Software that is contractually restricted to Standalone use with (i) a specific application that is licensed Software or Third Party Software (also contractually restricted for Standalone Use) and does not require an SAP Named User license and/or (ii) Non-SAP Applications (subject to the contractual Standalone use restriction), then such individual must be licensed as an SAP Application Standalone HANA Administrator User or an SAP Application Standalone HANA Viewer User, and such individual's use of the licensed SAP HANA Software solely with such application(s) shall be in accordance with the respective SAP Named User license.

9.4.3 Notwithstanding the foregoing, an SAP Named User license will not be required solely where (i) data is exported directly out of the licensed SAP HANA Enterprise Edition or SAP HANA Extended Enterprise Software into Non-SAP Applications in an asynchronous, non-real-time manner and (ii) the use of such exported data in such Non-SAP Applications does not result in any updates to and/or trigger any processing capabilities of any licensed Software or Third Party Software.

9.5 ***SAP HANA database edition for SAP NetWeaver BW ("HANA DB for BW")***. HANA DB for BW is a database licensed solely to support Licensee's Use of SAP NetWeaver Business Warehouse (SAP BW) and Use is limited to communications between SAP BW and HANA DB for BW. HANA DB for BW may support an unlimited number of data sources (i.e. any software product(s) and/or database instance(s), for which Licensee has secured an appropriate license), subject to the applicable Licensed Level. Any access to HANA DB for BW, including but not limited to data loading, modeling, reporting and distribution, must take place via SAP BW. HANA DB for BW may not be used as a database for any other purpose except as specified in this footnote. HANA DB for BW includes a runtime license of HANA Studio and access is solely to administer and manage HANA DB for BW. HANA DB for BW does not include a license for SAP BW. HANA DB for BW cannot be deployed on the same installation as any other SAP HANA software. The SAP Named User requirements for HANA Software apply to HANA DB for BW.

9.6 The Sybase runtime components included with HANA Extended Enterprise licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to http://www.sybase.com/thirdpartylegal for certain notices relating to the Free Download Components.

10. Line of Business Portfolio

10.1 SAP Visual Enterprise.

10.1.1 *SAP Visual Enterprise Generator, SAP Visual Enterprise View Edition Generator and Optional Add-Ons***.** The SAP Visual Enterprise Software (f/k/a Right Hemisphere) licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to http://www.righthemisphere.com/oslicenses.html for certain notices relating to the Free Download Components. Notwithstanding anything to the contrary, an individual accessing any licensed SAP Visual Enterprise Software solely to view output files therefrom shall not be required to hold an SAP Named User license.

Exhibit 4 - Pass Through Terms for Third Party Databases

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

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

1. Copyright

1.1 The comprehensive copyright to Oracle software is the sole property of the Oracle Corporation, Redwood Shores, CA, USA.

1.2 Third party database applications for system administration, monitoring and management may directly access the Oracle database.

1.3 The customer shall only use the Oracle software in connection with the SAP Software and only for the purposes of its own internal data processing which includes access of third party user such as contractor, supply chain vendor or supplier, customer, or third party individual authorized by the customer. It is allowed to customize the SAP software or to create additional functionality, new applications, or to support third party database applications which only interface with them (example: via RFC, BAPI) Third party database applications or new functionality or new applications which may directly access the Oracle database or indirectly access information contained therein are not allowed.

1.4 The customer shall assign the Oracle software only to wholly owned or majority owned subsidiaries. Assignment to competitors of Oracle is prohibited.

1.5 In view of its limited rights of use, the customer shall neither modify, decompile nor reverse engineer the Oracle software except and to the extent that it is expressly permitted by applicable law.

1.6 The Oracle software may only be used in the country or countries for which the customer has acquired a license. The customer hereby undertakes to adhere to all regulations of the US Department of Commerce and the American export authorities.

1.7 The use of Oracle software for the planning, production, control or monitoring of nuclear power stations, air traffic, means of mass transportation or medical equipment is not permitted, unless such use is limited to commercial or purely administrative applications.

1.8 The customer is not entitled to receive the source code for the Oracle software.

2. Other Conditions

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

Conditions for the use of the Microsoft SQL-Server

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

For the purpose of this Section “Integrated Application” shall be defined as SAP software integrating the Microsoft SQL Server Database.
The Microsoft SQL Server Database may contain the following software:
“Server Software” provides services or functionality on your server (your computers capable of running the Server Software are “Servers”);
“Client Software” allows an electronic device (“Device”) to access or utilize the Server Software.

1. GRANT OF LICENSE.

This Third-Party Database is licensed and delivered to you solely for use as part of the SAP software. SAP grants you the following rights to the Microsoft SQL Server Database, provided you comply with all of the terms and conditions of this license:

Installation -- Server Software. You may install and use one copy of the Server Software, as part of the SAP Software, on each single Server on which you install the Integrated Application.
SQL Server, Enterprise Edition. If you have acquired the Enterprise Edition of the Server Software, which must be indicated on your license to use the SAP software, you may install any number of instances of the Server Software on that Server. An “instance” shall mean a running copy of the Server Software.

Client Software. You may install the Client Software (SQL Server Personal Edition) on any internal Device, provided that you acquire the access license rights required for each use of the Integrated Application utilizing the Client Software on such Device as specified below.

SQL Server Access Requirements. You may use the Client Software only to access, configure, administer, or otherwise use the Server Software in conjunction with and as part of the SAP Software. You must acquire a Third-Party Database access license right for each use of any Device that:

- accesses or otherwise utilizes the services of the Server Software (including Devices using MSDE for such access), or
- installs and uses SQL Server Personal Edition, or
- uses the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively “Tools”). You may only use the Tools for internal use in conjunction with your Server Software.

Reservation of Rights. SAP and Microsoft reserve all rights not expressly granted to you in this license.

Benchmark Testing. You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components.

Downgrades. Instead of installing and using the Server Software, you may install and use an earlier version of the Server Software in accordance with this license, provided that you completely remove such earlier version and install the original Server Software within a reasonable time. Your use of such earlier version shall be governed by this license, and your rights to use such earlier version shall terminate when you install the original Server Software.

Runtime-Restricted use Software. This Microsoft SQL Server Database is “Runtime-Restricted Use” software; as such, the Microsoft SQL Server Database may only be used to run the SAP Application. The Microsoft SQL Server Database may not be used either (i) to develop any

new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the SAP Software, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of the SAP Software to configure or extend such SAP Software.

2. SCOPE OF LICENSE.

The software is licensed, not sold. This agreement only gives you some rights to use the software. SAP and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

3. NO HIGH RISK USAGE.

The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You may not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to:

- aircraft or other modes of human mass transportation,
- nuclear or chemical facilities,
- life support systems,
- implantable medical equipment,
- motor vehicles, or
- weaponry systems.

High Risk Use does not include utilization of Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless SAP and Microsoft Corporation from any third-party claim arising out of Customer's use of the Products in connection with any High Risk Use.

4. TRANSFER – Internal.

You may move the Server Software to a different Server, provided that it is removed from the Server from which it is transferred and provided that it is transferred as part of the Integrated Application.

Transfer to Third Party. The initial user of the Microsoft SQL Server Database may make a one-time transfer of the Third-Party Database to another end user, provided that it is transferred as part of the SAP Software. The transfer has to include all component parts, media, printed materials, this license, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Microsoft SQL Server Database must agree to all the license terms.

5. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.

You may not reverse engineer, decompile, or disassemble the Microsoft SQL Server Database, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

6. TERMINATION.

Without prejudice to any other rights, Licensor may cancel this license if you do not abide by the terms and conditions of this license, in which case you must destroy all copies of the Microsoft SQL Server Database and all of its component parts.

7. EXPORT RESTRICTIONS.

You acknowledge that Software is subject to U.S. export jurisdiction unless otherwise indicated by Microsoft. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

8. U.S. GOVERNMENT LICENSE RIGHTS.

All Microsoft SQL Server Databases provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Microsoft SQL Server Databases provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

9. COPYRIGHT and OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES

The Microsoft SQL Server Database is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Microsoft SQL Server Database. The Microsoft SQL Server is licensed, not sold.

10. **NOT FAULT TOLERANT**. THE SOFTWARE IS NOT FAULT TOLERANT. SAP HAS INDEPENDENTLY DETERMINED HOW TO USE THE MS SQL SERVER DATABASE IN THE INTEGRATED APPLICATION THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON SAP TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE MS SQL SERVER DATABSE IS SUITABLE FOR SUCH USE.

11. **NO WARRANTIES BY MICROSOFT.** YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE MS SQL SERVER DATABASE, OR (B) THE INTEGRATED APPLICATION, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY SAP AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

12. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MS SQL SERVER DATABASE OR THE INTEGRATED APPLICATION. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

13. **SEVERABILITY**. If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the remaining provisions will continue in full force and effect and the parties will amend this agreement to give effect to the stricken clause to the maximum extent possible.

Conditions for the Use of the Microsoft SQL-Server when previously licensed by Microsoft or Microsoft Distributor

The SAP software containing a copy of the Microsoft SQL-Server, which has been integrated or installed as a component of this SAP software. All Microsoft products are subject to the terms of the Microsoft License Agreement with end users which is included in the software package or the license agreements shipped with the Microsoft SQL-Server. An exception hereto is that the functionality of a Microsoft product as an integrated part of an SAP solution can differ from the functionality of a non-integrated Microsoft product. All inquiries relating to the functionality or performance of the SAP solution with Microsoft products should therefore be addressed to SAP and not to Microsoft. The SAP product does not contain a license for the integrated Microsoft product. You are therefore not entitled to use the copy of the Microsoft SQL-Server contained in this product and you will not receive a license for such use unless you have acquired or otherwise have at your disposal the same number of client/server licenses as user licenses acquired for the SAP software. By concluding this contract with SAP you represent and warrant that you have previously acquired a Microsoft license for SQL-Server end users and to conclude a corresponding license agreement.
When SAP delivers an updated version of the SAP software containing an updated version of the integrated Microsoft product, the end user is not entitled to use the updated version of the Microsoft product unless he/she has acquired the requisite number of client/server licenses from an authorized Microsoft distributor.

Conditions for Use of Sybase ASE

SAP is licensing Sybase ASE as a runtime license for Software licensed by SAP. A full use license for Sybase ASE is available from Sybase directly.

Licensee shall only use the Sybase ASE in connection with the Software licensed for the use with Sybase ASE and only for the purposes of its own internal data processing which includes access of third party user such as contractor, supply chain vendor or supplier, customer, or third party individual authorized by the customer. Licensee may not use Sybase ASE with any non-SAP branded or custom developed applications.

Third party database applications for system administration, monitoring and management may directly access Sybase ASE.

Third party database applications or new functionality or new applications which may directly access the Sybase ASE or indirectly access information contained therein are not allowed.
The foregoing provision, however, does not prohibit you from using a development environment or workbench which is part of the SAP Software to configure or modify the SAP software for which the database is licensed.

Conditions for Use of Third Party Databases with SAP Business One Software

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

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

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

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

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

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

1. OVERVIEW.

a. Software. The software includes

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

b. License Model. The software is licensed based on

- the number of physical and virtual processors used by operating system environments in which you run instances of the server software.

c. Licensing Terminology.

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

  There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

  - one physical operating system environment
  - one or more virtual operating system environments.
  - **Server.** A "server" is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
  - **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
  - **Assigning a License.** To "assign a license" means simply to designate that license to one server.

2. USE RIGHTS.

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

i. **Determining the Number of Licenses Required.** You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (A) and (B) below.

(A) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.

(B) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

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

i. After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

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

c. **Running Instances of the Server Software.** For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

d. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Studio
- Microsoft Sync Framework
- SQL Server 2008 Books Online

e. **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

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

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

g. **No Client Access Licenses (CALs) Required for Access.** You do not need CALs for the other devices to access your instances of the server software.

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

a. **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

b. **Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, and
- reduce the number of devices or users that directly access or use the software, or
- reduce the number of devices or users the software directly manages,

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

c. **Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

d. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

e. **Fail-over Server.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. The number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

5. **MICROSOFT .NET FRAMEWORK AND POWERSHELL SOFTWARE.** The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.

6. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.

7. **MICROSOFT .NET FRAMEWORK.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

8. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in

this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights.

You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

9. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.

10. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

11. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."

12. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

13. **Transfer to Another Device.** You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.

14. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

15. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

16. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.

17. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**

19. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**

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

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- supplements, and
- Internet-based services

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

1. OVERVIEW.

a. Software. The software includes

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

b. License Model. The software is licensed based on

- the number of instances of server software that you run; and
- the number of devices and users that access instances of server software.

c. Licensing Terminology.

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

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

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

- **Server.** A "server" is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Assigning a License.** To "assign a license" means simply to designate that license to one device or user.

2. USE RIGHTS.

a. Assigning the License to the Server.

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

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

b. Running Instances of the Server Software. You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.

c. Running Instances of the Additional Software. You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices solely to support your use of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Studio
- Microsoft Sync Framework
- SQL Server 2008 Books Online

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

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

e. Included Microsoft Programs. The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Client Access Licenses (CALs).

i. You must acquire and assign a SQL Server 2008 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You may not access instances of the server software under Workgroup Edition CALs.
- You may use your Windows Small Business Server ("SBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an SBS 2008 domain.
- You may use your Windows Essential Business Server ("EBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an EBS domain.
- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

ii. Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

iii. Reassignment of CALs. You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

b. Runtime-Restricted Use Software. The software is "Runtime-Restricted Use" software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

c. Maximum Instances. The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

d. Multiplexing. Hardware or software you use to

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

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

e. No Separation of Server Software. You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

f. Fail-over Server. For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. You may run the passive fail-over instances on a server other than the licensed server.

4. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

5. NET FRAMEWORK AND POWERSHELL SOFTWARE. The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.

6. BENCHMARK TESTING. You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.

7. MICROSOFT .NET FRAMEWORK. The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

8. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

9. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.

10. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

11. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”

12. **ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

13. **Transfer to Another Device.** You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.

14. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

15. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

16. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.

17. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**

19. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**

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

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Exhibit 5 - Pass Through Terms for Address Directories

1. AUSTRALIA ADDRESS DIRECTORY (AUSTRALIAN POSTAL CORPORATION):

1.1 Definitions

"**AMAS**" means Australia Post's Address Matching Approval System (documented in the AMAS handbook which is subject to revision from time to time) which is a program that evaluates and approves software based on the software's ability to validate, match and append the correct DPID.

"**Australia Post**" means the Australian Postal Corporation.

"**Barcode Pricing**" means Australia Post's special postage prices for mail that has been prepared using the Licensee Software, together with a barcode printed on the mail, in accordance with Australia Post's conditions for lodgement of mail as amended from time to time.

"**Confidential Information**" means the confidential information of Australia Post which includes information relating to the design, specification or content of the PAF.

"**Delivery Point Identifier**" or "**DPID**" means an eight character code which has been developed by Australia Post to enable delivery points to be uniquely identified.

"**End User**" means the party bound by these provisions.

"**Expiry Date**" means the date upon which this Licence Agreement ends.

"**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.

"**SAP Software**" means the version of software produced by SAP and approved by Australia Post in accordance with AMAS which (when used in conjunction with the PAF) can validate, match and correct SAP's and the End User's address database files, and append correct DPIDs.

"**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) a DPID; and

(b) the address details in a correct address format.

"**Permitted Purpose**" means the preparation of mailing lists and/or databases by the End User:

(a) by matching, correcting, manipulating, adding to, sorting, comparing, and/or validating (collectively "validating") addresses; and

(b) by appending DPIDs to validated addresses, and

(c) by matching of individual DPID's to a corresponding address,

PROVIDED that no software, list or database may contain functionality which allows reverse engineering of the PAF or any use any not permitted by this Agreement.

"**Test Standard**" means a software performance standard set by Australia Post to approve the SAP Software for the Permitted Purpose. The test standard is more fully described in the current AMAS Handbook published by Australia Post (AMAS Program Handbook (zip pdf)).

1.2. Licence

1.2.1 The SAP Software may only be used by the End User during the Licence term, and may only be used by the End User for the Permitted Purpose.

1.2.2 The End User shall comply with all requirements of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 ("the Act") relevant to its possession or use of the PAF.

1.2.3 The End User acknowledges that:

(a) Australia Post has approved that the SAP Software has achieved the Test Standard specified by Australia Post;

(b) the approval of the SAP Software by Australia Post does not represent an endorsement by Australia Post that the SAP Software is suitable for the End User's purposes or is capable of being used by the End User; and

(c) any and all enquiries concerning the characteristics or performance of the SAP Software must be referred to SAP, and not to Australia Post.

1.2.4 SAP warrants that it will supply quarterly PAF updates to the End User within 30 days of the end of the month of such updates being supplied by Australia Post to SAP. SAP may provide such updates to the End User by providing an upgrade to the SAP Software.

1.3. Intellectual Property Rights

1.3.1 The End User 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. The PAF may not be sold, copied or distributed without prior written permission from Australia Post.

2. AUSTRIA ADDRESS DIRECTORY (ÖSTERREICHISCHE POST):

This product cannot be used by Licensees who conduct business in address publishing and service providing.

Licensees are only allowed to use the product for own internal purposes. This product cannot be used by Licensees who conduct business in address publishing and service providing. If a Licensee conducts business in that area, Licensee is responsible for obtaining a valid license directly from the provider.

Licensees are only allowed to use the product for own internal validation purposes. Licensees are not allowed to use the data to provide any services to any other legal entity. If Licensee wishes to provide services to any other legal entity,

Licensee is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license.

"Internet Application Use" shall mean the use of the Software Products at End User's site being accessible by third parties. Such accessible to third parties is restricted to End User's own internal business purposes.

"Offline Use" shall mean the use by End User as on premise business model.

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 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):

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Portugal	"Source: IgeoE – Portugal"
Spain	"Información geográfica propiedad del CNIG"
Sweden	"Based upon electronic data National Land Survey Sweden."
Switzerland	"Topografische Grundlage: Bundesamt für Landestopographie."

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 Licensee 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, trademarks, 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 recognized 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 optimize resource usage, minimize 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.

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.

14. DSF2 Interface (USPS Delivery Sequence File - DSF2)

1. Sublicensee has no rights as to the DSF2 Interface under this agreement beyond using it in conjunction with the DSF2 data product to update a list, system, group or other collection of addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").
2. Sublicensee's right to use the DSF2 Interface is strictly limited to use only within the United States, its territories, and possessions.
3. As to the Interface, Sublicensee has the right only to sequence and/or update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.

4. Sublicensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
5. Sublicensee acknowledges

a. that USPS owns the DSF2 data, technology, and system in its entirety including that used in the development of the Interface;
b. that USPS owns and retains rights in the trademark of DSF2 and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE ®, US POSTAL SERVICE®, AND USPS® ;
c. that Licensee is providing the Interface to Sublicensee solely for use with the DSF2 Product under a nonexclusive, limited distribution license from USPS; and
d. that the rights Sublicensee obtains in this license are derived from Licensee's agreement with USPS and Sublicensee obtains from Licensee no broader right than Licensee obtains from USPS, except as to Sublicensee's specific right to use the DSF2 Interface to access the DSF2 data.

6. Sublicensee is strictly limited to using the Interface only with the DSF2 Product; and
7. Sublicensee acknowledges and agrees that Sublicensee has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.

Exhibit 6 – SAP Business One Software

1. SAP Business One Integration for SAP NetWeaver

1.1 SAP Business One integration for SAP NetWeaver is part of the SAP Business One license.
1.2 *SAP Business One Integration for SAP NetWeaver® Integration Packages.* SAP Business One integration for SAP NetWeaver Integration Packages are provided without additional charge; use is subject to separate use terms.

2. SAP Business One Starter Package User

2.1 Minimum license requirement: One (1) SAP Business One Starter Package User.
2.2 Maximum number of licenses is limited to five (5) SAP Business One Starter Package Users.
2.3 If licensee requires more than the maximum number of five (5) SAP Business One Starter Package Users, all users need to be licensed as SAP Business One Professional or Limited Professional User.
2.4 The SAP Business One Starter Package User cannot be combined with any other SAP Business One Named User type or with any SAP Business One product option.

3. Mobile Access

3.1 SAP Business One mobile access is available for all SAP Business One Named User types (excluding SAP Business One Web CRM User, SAP Business One Access User, and SAP Business One Indirect Access Users) without additional license fee.

4. BA&T SAP Crystal Reports

4.1 SAP provides preconfigured BA&T SAP Crystal Reports and BA&T SAP Crystal Dashboards as a part of SAP Business One.
4.2 Such SAP provided reports and dashboards are available to all SAP Business One Named Users without additional license fee.
4.3 A single SAP Business One deployment includes one (1) user for BA&T SAP Crystal Reports Designer, without additional license fee.
4.4 For additional reports or dashboards, the appropriate BA&T software license is required to view, use and modify.

5. SAP Business One User Bundle

The SAP Business One User Bundle is optional and only one (1) bundle can be licensed per new named customer. The bundle comprises:

- three (3) SAP Business One Professional User
- one (1) SAP Business One Limited CRM User
- one (1) SAP Business One Limited Financial User
- one (1) SAP Business One Limited Logistic User

6. SAP Business One Indirect Access Rights Package

The SAP Business One Indirect Access Rights Package contains a pack of ten (10) Indirect Access Users in combination with the DI Server. Both the Indirect Access User as well as the DI Server can only be licensed via the Package.

The **Indirect Access User** is a Named User that can access Software Solution Provider (SSP) solutions only. An Indirect Access User does not have authorization right to any functions (forms) in SAP Business One itself. Each user can access unlimited number of SSP solutions. The DI-Server license is installed per server and CPU, not as a Named User.

7. SAP Business One Software Development Kit (SDK)

The SAP Business One Software Development Kit (SDK) is a development toolkit that allows programmers to interface 3rd party applications with SAP Business One both, at the database level and/or at the user interface level. The development tools consist of tools and interfaces to access SAP Business One from 3rd party applications and vice versa. Each SAP Business One Software Development Kit license allows rights of use for a maximum of twenty (20) SDK programmers working at the same time.

8. SAP Business One Metrics.

8.1 A **SAP Business One Professional User** is a Named User who performs operational related roles supported by the SAP Business One Software. The Professional User license is needed to administer a SAP Business One installation and work with production and Material Resource Planning (MRP). The SAP Business One Professional User does include the rights granted under a Limited CRM User, Limited Financial User, Limited Logistic User and Indirect Access User license. The Professional User does not include the rights granted under a SAP Business One Web CRM User license.

8.2 **SAP Business One Limited CRM User** is a Named User who has access rights to the SAP Business One CRM functionality to support operational processing and information requirements. The SAP Business One Limited CRM User license does include the rights granted under an Indirect Access User license. The Limited CRM User does not include the rights granted under a SAP Business One Web CRM User license.

8.3 **SAP Business One Limited Financial User** is a Named User who has access rights to the SAP Business One Financial functionality to support operational processing and information requirements. The SAP Business One Limited Financial User license does include the rights granted under an Indirect Access User license. The Limited Financial User does not include the rights granted under a SAP Business One Web CRM User license.

8.4 **SAP Business One Limited Logistic User** is a Named User who has access rights to the SAP Business One Logistic functionality to support operational processing and information requirements. The SAP Business One Limited Logistic User license does include the rights granted under an Indirect Access User license. The Limited Logistic User does not include the rights granted under a SAP Business One Web CRM User license.

8.5 **SAP Business One Starter Package User** is a Named User who performs operational related roles supported by the SAP Business One Starter Package Software. The SAP Business One Starter Package User license does include the rights granted under an Indirect Access User license. The SAP Business One Starter Package User license does not include the rights granted under a SAP Business One Professional User.

8.6 **SAP Business One Limited CRM Upgrade User** is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an User licensed from SAP as an SAP Business One Limited CRM User and both such Users are licensed for the same runtime database, if any. If receiving support under the support agreement**, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Limited CRM User for so long as Licensee continues to receive support under the support agreement.

8.7 **SAP Business One Limited Financial Upgrade User** is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an User licensed from SAP as an SAP Business One Limited Financial User and both such Users are licensed for the same runtime database, if any. If receiving support under the support agreement**, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Limited Financial User for so long as Licensee continues to receive support under the support agreement.

8.8 **SAP Business One Limited Logistic Upgrade User** is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an User licensed from SAP as an SAP Business One Logistic CRM User and both such Users are licensed for the same runtime database, if any. If receiving support under the support agreement**, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Limited Logistic User for so long as Licensee continues to receive support under the support agreement.

8.9 **SAP Business One Limited CRM Sales Upgrade User** is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an User licensed from SAP as an SAP Business One Limited CRM Sales User and both such Users are licensed for the same runtime database, if any. If receiving support under the support agreement**, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Limited CRM Sales User for so long as Licensee continues to receive support under the support agreement.

8.10 **SAP Business One Limited CRM Service Upgrade User** is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Limited CRM Service User and both such Users are licensed for the same runtime database, if any. If receiving support under the support agreement**, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Limited CRM Service User for so long as Licensee continues to receive support under the support agreement.

8.11 **SAP Business One Starter Package Upgrade Professional User** is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an User licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the support agreement**, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Licensee continues to receive support under the support agreement.

8.12 **SAP Business One Starter Package Upgrade Limited Logistic User** is a Named User authorized to perform SAP Business One Limited Logistic User related roles supported by the licensed Software provided such Named User is also an User licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the support agreement**, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Licensee continues to receive support under the support agreement.

8.13 **SAP Business One Starter Package Upgrade Limited Financial User** is a Named User authorized to perform SAP Business One Limited Financial User related roles supported by the licensed Software provided such Named User is also an User licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the support agreement**, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Licensee continues to receive support under the support agreement.

8.14 **SAP Business One Starter Package Upgrade Limited CRM User** is a Named User authorized to perform SAP Business One Limited CRM User related roles supported by the licensed Software provided such Named User is also an User licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the support agreement**, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Licensee continues to receive support under the support agreement.

8.15 **CPU:** Every CPU that runs at least parts of the licensed software is considered in its entirety. When counting physical CPUs, each core of a physical CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted. When counting virtual CPUs, each core of a virtual CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted. If the software will run in a pure virtual environment, physical CPUs will not be considered. CPU metric value calculation: For each CPU, the first processor core shall be multiplied by 1, and each incremental processor core is multiplied by 0.5. The sum for all CPUs shall then be rounded up to the next whole number.

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

8.17 **User** is defined as the individual directly or indirectly accessing the Software.

**Support for SAP Business One is subject to conclusion of a support schedule to the support agreement.

9. <u>Localizations</u>.

Licenses for SAP Business One software can be used on any of the localizations supported by SAP Business One software. However, for SAP Business One software licensed after 01.01.2010, the license key will be issued ‘per localization’. By default the localization of the requested software country version will be released. Each licensed Named User can only access the localization for which the license key was issued. Employees that require access to two or more localizations will require two or more Named User licenses.

PART 3 SAP MAINTENANCE AND SUPPORT

This part of the document contains the conditions for the SAP Support provided for the software as referenced in the contractual agreements.

Maintenance Phases and Support Offerings

In order to receive support the Licensee needs to define a central point of contact for contract processing with SAP (including license audit, billing, order processing, user master and installation data management).

SAP offers different Maintenance Phases for a particular software release. The scope of SAP Support for a specific software release depends upon the maintenance phase applicable to that specific release. Since SAP's software licensing is release-independent, the relevant maintenance phase depends only on the actually implemented release of the software but not on the underlying software license. The maintenance phases described below apply for SAP Business Suite as well as SAP NetWeaver. For the SAP BusinessObjects portfolio and within product bundles, different maintenance phases may apply.

The following section 1.1 distinguishes 3 maintenance phases: Mainstream Maintenance, Extended Maintenance and Customer-specific Maintenance. They apply for SAP Business Suite as well as SAP NetWeaver. For the SAP BusinessObjects portfolio, different maintenance phases may apply. For the purposes of this section 1.1, "SAP Support" is referring to SAP Enterprise Support, SAP Product Support for Large Enterprises and SAP Standard Support, subject to the contractual agreement.

Access to SAP Support Advisory Center and Remote Services, e.g. Continuous Quality Checks , Knowledge Transfer Sessions and Guided Self Services (each as applicable under the respective service description) will only be provided subject to Licensee's establishment of a mission critical deployment by certification of its Customer COE.

SAP Solution Manager Enterprise Edition is available to all SAP Support customers to the extent stated in the applicable service description, but currently does currently interface only with selected SAP Business Objects portfolio products. Customers of SAP Support will be required to install Solution Manager and utilize its capabilities (at a minimum, remote support component in the case of licensees using only SAP BusinessObjects portfolio products) in the event at least one licensed SAP BusinessObjects portfolio product is supported by SAP Solution Manager Enterprise Edition.

Licensee must choose one of the SAP Support models (SAP Enterprise Support, SAP PSLE or SAP Standard Support) for its entire SAP landscape. Mixed SAP landscapes, i. e. SAP landscapes that are supported under different SAP Support models, are not permitted. Licensees with an existing mixed landscape should switch their landscape entirely to one of the SAP Support models, according to the rules set out in this section. Until the execution of a holistic agreement for one of the SAP Support models for Licensee's entire SAP landscape, only SAP Enterprise Support can be agreed on for additional licenses.

The prices for the respective Support model, applicable at the time of a contract conclusion, are provided in the document „SAP Price list (SAP Business Suite, SAP NetWeaver, SAP BusinessObjects)" referenced to herein.

1.1. Maintenance Phases

1.1.1 Mainstream Maintenance

Mainstream Maintenance is the first maintenance phase for a release, starting with SAP's release to customer date. During Mainstream Maintenance, Licensee receives the full scope of SAP Support features as defined in the respective sections. Mainstream Maintenance is covered by the SAP Support Agreement.

1.1.2 Extended Maintenance

After the end of the Mainstream Maintenance period, SAP offers Extended Maintenance for selected releases of SAP software. During the Extended Maintenance phase, the scope of SAP Support conforms usually to the scope during Mainstream Maintenance. For some releases some restrictions may apply, that is, the scope of SAP Support may be reduced or different.

The duration and the scope of Extended Maintenance are specified individually for each release. For detailed information on the availability, scope and restrictions of Extended Maintenance please check www.service.sap.com/maintenance.
Extended Maintenance is an optional offering and requires a separate, additional contract on top of the SAP Support Agreement, if not expressly stated otherwise in this document. Pricing for Extended Maintenance is available upon request.

1.1.3 Customerspecific Maintenance

When the Mainstream Maintenance period ends and no Extended Maintenance is offered, or when the Mainstream Maintenance period ends and the Licensee does not take advantage of an existing Extended Maintenance offering, or when the Extended Maintenance period ends, or when the Licensee's Extended Maintenance contract expires, a release enters into Customerspecific Maintenance.
During this phase, the Licensee receives support services as in the Mainstream Maintenance phase with some restrictions, that is, the scope of SAP Support is reduced. For detailed information please refer to www.service.sap.com/maintenance. Customerspecific Maintenance is covered by the SAP Support Agreement.

For more information, please refer to www.service.sap.com/releasestrategy

1.2. SAP Enterprise Support

1.2.1 Definitions

The following definitions only apply to the Section 1.2.

"Calendar Quarter" means the three-months'-period, ending on March 31, June 30, September 30, or December 31 respectively of any given calendar year.
"Enterprise Support Solutions" shall mean all software for which SAP provides SAP Enterprise Support, excluding software to which special support agreements apply exclusively.
"Go-Live" marks the point in time from when, after implementation of the Enterprise Support Solutions or an upgrade of the Enterprise Support Solutions, the Enterprise Support Solutions can be used by Licensee for processing real data in live operation mode and for running Licensee's internal business processes as contractually agreed.
"Licensee Solutions" shall mean Enterprise Support Solutions and any other software licensed by Licensee from third parties provided such Third Party Software is operated in conjunction with Enterprise Support Solutions.
"Production System" shall mean a live SAP system used for running Licensee's internal business processes and where Licensee's data is recorded.
"SAP Software Solution(s)" shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee's internal business processes. Details and examples can be found on the SAP Service Marketplace (as specified in SAP Note 1324027 or any future SAP Note that replaces SAP Note 1324027).
"Service Session" shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.
"Top Issues" shall mean software issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on a Production System.
"Local Office Time" shall mean regular working hours (8.00 a.m. to 6.00 p.m. CEST) during regular working days, in accordance with the applicable public holidays observed by SAP's registered office and December 24 and 31. With regard to SAP Enterprise Support only, both parties can mutually agree upon a different registered office of one of SAP's affiliates to apply and serve as reference for the Local Office Time.

1.2.2 Scope of SAP Enterprise Support

SAP Enterprise Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Enterprise Support Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP 's current practice is to provide one enhancement package or other update per calendar year.
- Technology updates to support third party operating systems and databases. Details on SAP's release strategy and recommendations for technology updates for SAP's enhancement packages can be found on the SAP Service Marketplace.
- Available ABAP source code for SAP software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Enterprise Support Solutions upgrades, is supported, currently through content and information material, tools for client copy and entity copy, and tools for comparing customization.
- SAP provides Licensee with up to five days remote support services per calendar year from SAP solution architects
    - to assist Licensee in evaluating the innovation capabilities of the latest SAP enhancement package and how it may be deployed for Licensee's business process requirements.
    - to give Licensee guidance in form of knowledge transfer sessions, weighted one day, for defined SAP software/applications or Global Support Backbone components; currently content and session schedules are stated at http://service.sap.com/enterprisesupport. Scheduling, availability and delivery methodology is at SAP's discretion.
- SAP gives Licensee access to guided self-services as part of SAP Solution Manager Enterprise Edition, helping the Licensee to optimize technical solution management of selected Enterprise Support Solutions.
- Configuration guidelines and content for Enterprise Support Solutions is usually shipped via SAP Solution Manager Enterprise Edition.
- Best practices for SAP System Administration and SAP Solution Operations for Enterprise Support Solutions.
- SAP configuration and operation content is supported as part of Enterprise Support Solutions.
- Content, tools and process descriptions for SAP Application Lifecycle Management are part of the SAP Solution Manager Enterprise Edition, the Enterprise Support Solutions and/or the applicable Documentation for the Enterprise Support Solutions

Advanced Support for Enhancement Packages and other SAP Software Updates

- SAP offers special remote checks delivered by SAP solution experts to analyze planned or existing modifications and identify possible conflicts between Licensee custom code and enhancement packages and other Enterprise Support Solutions updates. Each check is conducted for one specific modification in one of Licensee's core business process steps. Licensee is entitled to receive two out of the following services per calendar year per SAP Software Solution.
    - Modification Justification: Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies standard functionality of Enterprise Support Solutions which may fulfill the Licensee's requirements (for details see www.service.sap.com/).
    - Custom Code Maintainability: Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies which user exits and services may be available to separate custom code from SAP code (for details see www.service.sap.com/).

Global Support Backbone

- SAP Service Marketplace – the website with SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to Licensees and partners of SAP only.

- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that Licensees can implement into their SAP system. SAP Notes also document related issues, Licensee questions, and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- SAP Solution Manager Enterprise Edition – as described in Section 1.2.6.

Mission Critical Support

- Global message handling by SAP for problems related to Enterprise Support Solutions, including Service Level Agreements for Initial Reaction Time and Corrective Action (for more information refer to Section 1.2.3).
- SAP Support Advisory Center – as described in Section 1.2.4
- Continuous Quality Checks – as described in Section 1.2.5
- Global 24x7 root cause analysis and escalation procedures in accordance with section 1.2.3 below.
- Root Cause Analysis for Custom Code: For Licensee custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis, according to the Global Message Handling Process and Service Level Agreement stated in Section 1.2.3 applicable for priority "very high" and priority "high" messages. If the Licensee custom code is documented according to SAP's then-current standards (for details see www.service.sap.com/), SAP may provide guidance to assist Licensee in issue resolution

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to help monitor available resources and collect system status information of the Enterprise Support Solutions (e.g. Early Watch Alert)
- Preconfigured test templates and test cases are usually delivered via the SAP Solution Manager Enterprise Edition. In addition the SAP Solution Manager Enterprise Edition assists Licensee's testing activities with functionalities that currently include:
    - Test administration for Enterprise Support Solutions by using the functionality provided as part of the SAP Solution Manager
    - Quality Management for management of "Quality-Gates"
    - SAP-provided tools for automated testing
    - SAP-provided tools to assist with optimizing regression test scope. Such tools support identifying the business processes that are affected by a planned SAP Software Solutions change and make recommendations for the test scope as well as generating test plans (for details see www.service.sap.com/).
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, an Implementation Guide (IMG), and Business Configuration (BC) Sets.
- Access to guidelines via the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks. Such content currently includes:
    - End-to-End Solution Operations: Assists Licensee with the optimization of the end-to-end operations of Licensee's SAP Software Solution.
    - Run SAP Methodology: Assists Licensee with application management, business process operations, and administration of the SAP NetWeaver® technology platform, and currently includes:
        - The SAP standards for solution operations
        - The road map of Run SAP to implement end-to-end solution operations
        - Tools, including the SAP Solution Manager Enterprise Edition application management solution. For more information on the Run SAP methodology, see www.service.sap.com/runsap
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.

1.2.3 Global Message Handling and Service Level Agreements (SLA)

When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid and bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. All persons involved in the message solving process can access the status of the message at any time. For further details on definition of message priorities see SAP Note 67739.

In exceptional cases, Licensee may also contact SAP by telephone. SAP's support requires that License provide remote access as specified in Section 1.2.7.

The following Service Level Agreements ("SLA" or "SLAs") shall apply to all Licensee support messages that SAP accepts as being Priority 1 or 2 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the Effective Date of the Enterprise Support contract.

1.2.3.1 SLA for Initial Response Times

a) Priority 1 Support Messages ("Very High")

SAP shall respond to Priority 1 support messages within one (1) hour of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 support messages. A message is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the Production System, or Top Issues.

b) Priority 2 Support Messages ("High")

SAP shall respond to Priority 2 support messages within four (4) hours of SAP's receipt during SAP's Local Office Time of such Priority 2 support messages. A message is assigned Priority 2 if normal business transactions in a Production System are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system that are required to perform such transactions or tasks.

1.2.3.2 SLA for Corrective Action Response Time for Priority 1 Support Messages

SAP shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 1 support message within four (4) hours of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 support message ("SLA for Corrective Action"). In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Licensee actions to support the resolution process; (iv) to the extent possible, planned dates for SAP's actions; and (v) date and time for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update.

The SLA for Corrective Action only refers to that part of the processing time when the message is being processed at SAP ("Processing Time"). Processing Time does not include the time when the message is on status "Customer Action" or "SAP Proposed Solution", whereas (a) the status Customer Action means the support message was handed over to Licensee; and (b) the status SAP Proposed Solution means SAP has provided a Corrective Action as outlined herein. The SLA for Corrective Action shall be deemed met if within four (4) hours of processing time: SAP proposes a solution, a workaround or an action plan; or if SAP reduces the priority level of the message after consulting with Licensee.

1.2.3.3 Prerequisites and Exclusions

a) Prerequisites

The SLAs shall only apply when the following prerequisites are met for support messages:

- In all cases except for Root Cause Analysis for Custom Code under Section 1.2, support messages are related to releases of Enterprise Support Solutions which are classified by SAP with the shipment status "unrestricted shipment";
- support messages are submitted by Licensee in English via the SAP Solution Manager Enterprise Edition in accordance with SAP's then current support message processing log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported error;
- support messages are related to a product release of Enterprise Support Solutions which falls into Mainstream Maintenance or Extended Maintenance.

For Priority 1 support messages, especially without being limited to the following additional prerequisites must be fulfilled by Licensee:

- The issue and its business impact are described in detail sufficient to allow SAP to assess the issue;
- Licensee makes available for communications with SAP, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 message consistent with Licensee's obligations hereunder; and
- A Licensee contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

b) Exclusions

For SAP Enterprise Support in particular the following types of Priority 1 messages are excluded from the SLAs:

- Support messages regarding a release, version and/or functionalities of Enterprise Support Solutions developed specifically for Licensee (including without limitation those developed by SAP Custom Development and/or by SAP subsidiaries) except for custom code built with the SAP development workbench;
- Support messages regarding country versions that are not part of the Enterprise Support Solutions and instead are realized as partner Add-ons, enhancements, or modifications is expressly excluded even if these country versions were created by SAP or an affiliate of SAP
- Support messages where the root cause is not a malfunction, but missing functionality ("development request") or the support message is ascribed to a consulting request.

1.2.3.4 Service Level Credit

a) SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Licensee submits less than twenty (20) messages (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the Enterprise Support term, Licensee agrees that SAP shall be deemed to have met the its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA time-frame in more than one support message during the applicable Calendar Quarter.

b) Subject to section a. above, in the event that the timeframes for the SLA's are not met (each a "Failure"), the following rules and procedures shall apply:

- Licensee shall inform SAP in writing of any alleged Failure;
- SAP shall investigate any such claims and provide a written report in which SAP states whether Licensee's claim is justified;
- Licensee shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the SLAs;
- Except as otherwise provided in this section 1.2.3.4, if such a report shows SAP has committed a culpable noncompliance, Licensee is entitled to liquidated damages corresponding to 0.25% of the agreed fee for SAP Enterprise Support for the Calendar Quarter in which the noncompliance occurred. Such liquidated damages are limited in total to 5% of the SAP Enterprise Support fee for the affected Calendar Quarter. These liquidated damages can only be applied as a Service Level Credit ("SLC") to be set off against the next SAP Enterprise Support Services annual maintenance fee. They will not be paid out.
- The parties agree that this limitation reflects to the actual quantum of loss they would normally expect to arise out of a noncompliance. All other claims arising out of a noncompliance, including but not limited to claims for damages, are excluded except in respect of liability for gross negligence, intent, personal injury, and liability under the German Product Liability Act.
- The Licensee must notify SAP of any claims within one month after the end of the Calendar Quarter in which the noncompliance occurred by giving written reasoned notice of the claim.

1.2.4 SAP Support Advisory Center

For Priority 1 issues and Top Issues directly related to the Enterprise Support Solutions, SAP shall make available a global unit within SAP's support organization for mission critical support related requests (the "Support Advisory Center"). The Support Advisory Center will perform the following mission critical support tasks:

- Remote support for Top Issues – the Support Advisory Center will act as an additional escalation level, enabling 24X7 root cause analysis for problem identification;
- Continuous Quality Check service delivery planning in collaboration with Licensee's IT, including scheduling and delivery coordination;
- Provide one SAP Enterprise Support report on request per calendar year;
- Remote primary certification of the SAP Customer Center of Expertise if requested by Licensee; and
- Provide guidance in cases in which Continuous Quality Checks (as defined in Section 1.2.5 below), an action plan and/or written recommendations of SAP show a critical status (e.g. a red CQC report) of the Enterprise Support Solution.

As preparation for the Continuous Quality Check delivery through SAP Solution Manager Enterprise Edition, Licensee's Contact Person and SAP shall jointly perform one mandatory setup service ("Initial Assessment") for the Enterprise Support Solutions. The Initial Assessment shall be based upon SAP standards and documentation.

The designated SAP Support Advisory Center will be English speaking and available to Licensee's Contact Person (as defined below) or its authorized representative twenty-four hours a day, seven days a week for mission critical support related requests. The available local or global dial-in numbers are shown in SAP Note 560499. The Support Advisory Center is only responsible for the above mentioned mission critical support related tasks to the extent these tasks are directly related to issues or escalations regarding the Enterprise Support Solutions.

1.2.5 SAP Continuous Quality Check

In case of critical situations related to the SAP Software Solution (such as Go Live, upgrade, migration or Top Issues), SAP will provide at least one Continuous Quality Check (the "Continuous Quality Check" or "CQC") per calendar year for each SAP Software Solution.

The CQC may consist of one or more manual or automatic remote Service Sessions. SAP may deliver further CQC's in cases where vital alerts reported by SAP EarlyWatch Alert or in those cases where Licensee and the SAP Advisory Center mutually agree that such a service is needed to handle a Top-Issue. Details, such as the exact type and priorities of a CQC and the tasks of SAP and cooperation duties of Licensee, shall be mutually agreed upon between the parties. At the end of a CQC, SAP will provide Licensee with an action plan and/or written recommendations.

SAP expressly states that all or part of the CQC sessions may be delivered by SAP and/or a certified SAP partner acting as SAP's subcontractor and based on SAP's CQC standards and methodologies. Licensee agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of CQC's hereunder.

SAP finally states that SAP limits CQC re-scheduling to a maximum of three times per year. Re-scheduling must take place in any case at least 5 working days before the planned delivery date. If Licensee fails to follow these guidelines, SAP is not obliged to deliver the yearly CQC to the Licensee.

1.2.6 SAP Solution Manager Enterprise Edition under SAP Enterprise Support

1.2.6.1 SAP Solution Manager Enterprise Edition (and its successors as provided by the respective Support contracts) shall be subject to the agreement on the provision and licensed use of the software and is provided for the following purposes only under SAP Enterprise Support: (i) delivery of SAP Enterprise Support and support services for Licensee Solutions including delivery and installation of software and technology maintenance for Enterprise Support Solutions and (ii) application lifecycle management for Licensee Solutions and for any other software components and IT assets licensed or otherwise obtained by Licensee from third parties provided such Third Party Software, software components, and IT assets are operated in conjunction with Enterprise Support Solutions and are required to complete the Licensee's business processes as documented in the solution documentation in SAP Solution Manager Enterprise Edition ("Additional Supported Assets"). Such application lifecycle management is limited solely to the following purposes:

- Implementation, configuration, testing, operations, continuous improvement and diagnostics;
- Incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager Enterprise Edition.
- Administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager Enterprise Edition. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by Licensee as part of the Enterprise Support Solutions.

For application lifecycle management as outlined under section (ii) above, Licensee does not require a separate Package license to SAP CRM. Licensee must hold appropriate Named User licenses to Use SAP Solution Manager Enterprise Edition.

1.2.6.2 SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Licensee shall not use SAP Solution Manager Enterprise Edition for (i) CRM scenarios such as service plans, contract, service confirmation management, except as CRM scenarios are expressly stated in Section 1.2.6.1; (ii) SAP NetWeaver usage types other than those stated above or (iii) application life-cycle management and in particular incident management (service desk) except for Licensee Solutions and Additional Supported Assets and (iv) non-IT shared services capabilities, including without limitation HR, Finance or Procurement.

1.2.6.3 SAP – in its sole discretion – may update from time to time on the SAP Service Marketplace under http://service.sap.com/solutionmanager the use cases for SAP Solution Manager Enterprise Edition under this section 1.2.6.

1.2.6.4 SAP Solution Manager Enterprise Edition shall only be used during the term of the Enterprise Support Agreement and by Named Users licensed by Licensee subject to the licensed rights for the Software and exclusively for Licensee's SAP-related support purposes in support of Licensee's internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP Enterprise Support other than those listed above is subject a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Notwithstanding the foregoing limitation on Named Users, Licensee shall be entitled to allow any of its employees to use Web self service in the SAP Solution Manager Enterprise Edition during the term of the SAP Enterprise Support Agreement for the sole purpose of creating support tickets, requesting support ticket status and ticket confirmation directly related to the Licensee Solutions and Additional Supported Assets.

1.2.6.5 In the event Licensee terminates SAP Enterprise Support and receives SAP Standard Support in accordance with section 1.2.10, Licensee's use of SAP Solution Manager Enterprise Edition under SAP Enterprise Support shall cease. Thereafter, Licensee's use of SAP Solution Manager Enterprise Edition shall be governed by the terms and conditions of the SAP Standard Support Agreement.

1.2.6.6 Use of SAP Solution Manager Enterprise Edition may not be offered by Licensee as a service to third parties even if such third parties have licensed SAP software and have licensed Named Users; provided, third parties authorized to access the SAP software under the software license agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Licensee's internal business operations under and in accordance with the terms of the Enterprise Support Agreement.

1.2.7 Licensee's Responsibilities

SAP Enterprise Support Program Management

In order to receive SAP Enterprise Support hereunder, Licensee shall designate a qualified English speaking contact within its SAP Customer Center of Expertise for the Support Advisory Center (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

Other Requirements

In order to receive SAP Enterprise Support hereunder, Licensee must especially without being limited to:

- Hold all necessary licenses for the Licensee Solution
- Continue to pay all Enterprise Support Service Fees as contractually agreed.
- Otherwise fulfill its obligations under the contracts for the provision and licensed use of Software and the Enterprise Support agreement.
- Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis as part of message handling. Licensee shall grant such remote access without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. SAP points out that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 1.2.8 below.
- Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, and the latest SAP Solution Manager Enterprise Edition support packages.
- Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.
- Perform the Initial Assessment as described in Section 1.2.4 and implement all the recommendations of SAP classified as mandatory.
- Establish a connection between Licensee's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Enterprise Support Solutions and Licensee's SAP Solution Manager Enterprise Edition installation. Licensee shall maintain the solution landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.
- To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.
- Licensee agrees to maintain adequate and current records of all modifications and, upon request, promptly provide such records to SAP.
- Licensee shall submit all error messages via the then current SAP Support infrastructure as made available by SAP from time to time via updates, upgrades or Add-ons.
- Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the Enterprise Support Solutions.

1.2.8 Customer Center of Expertise

1.2.8.1 Role of the Customer Center of Expertise

In order to leverage the full potential value delivered as part of SAP Enterprise Support, Licensee is required to establish a Customer Center of Expertise ("Customer Center of Expertise", or "Customer COE"). The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP Support organization.

As a permanent center of expertise, the Customer COE supports Licensee's efficient implementation, innovation, operation and quality of business processes and systems related to the SAP Software Solution based on the Run SAP methodology provided by SAP (for more information on the Run SAP methodology, refer to www.service.sap.com/runsap). The Customer COE should cover all core business process operations. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

1.2.8.2 Basic Functions of the Customer COE

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be jointly reviewed in the framework of the service planning process and the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from the Licensee and/or any of its affiliates provided such affiliates are entitled to use the Enterprise Support Solutions as contractually agreed. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Enterprise Support Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy. In addition, the Customer COE shall coordinate the Licensee's modification notifications.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Enterprise Support Solutions and the Customer COE within the Licensee's group of affiliated companies.

- CQC planning and other remote services planning: Licensee regularly engages in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

1.2.8.3 Customer COE Certification

Licensee must establish a certified Customer COE upon the later to occur of the following: (i) within twelve (12) months after the Effective Date; or (ii) within six (6) months after Licensee has started using at least one of the Enterprise Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels, is available on the SAP Service Marketplace (www.service.sap.com/coe).

1.2.9 Verification

To check the compliance with the terms the contractual agreements, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures especially without being limited to) (i) the correctness of the information Licensee provided and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the contractual regulations.

1.2.10 Selection of SAP Standard Support

Notwithstanding Licensee's right of termination as set out in the SAP Enterprise Support Agreement and provided Licensee is not in default of any obligations under the SAP Enterprise Support Agreement or its agreement for the provision and licensed use of the software, Licensee may select SAP Standard Support as follows:

(i) With respect to all agreements for support that are solely on a calendar year renewal basis, effective on the start of a new calendar year, subject to the Minimum Term of Licensee's first agreement for SAP Enterprise Support; or

(ii) With respect to all agreements for support that are not solely on a calendar year renewal basis, effective on the start of the first renewal period in any calendar year that follows the Minimum Term of Licensee's first agreement for SAP Enterprise Support.

Licensee shall make such selection by giving to SAP three (3) months' written notice thereof. The notice is deemed to be given at the time it is received by SAP. All existing SAP Enterprise Support Agreements shall be terminated and replaced effective with the commencement of the SAP Standard Support agreement. Any such selection shall apply to all Enterprise Support Solutions and SAP and Licensee shall execute an SAP Standard Support Agreement on SAP's then-current terms and conditions for SAP Standard Support, including without limitation pricing.

For the avoidance of any doubt, selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services provisions stated herein shall strictly apply to all of Licensee's SAP software.

So far as SAP offers maintenance service for it, all of Licensee's SAP software must be covered by the maintenance service. Licensee must always have all of its installations of the Software fully maintained or terminate the maintenance service completely. Partial termination or partial selection of SAP Enterprise Support by Licensee is not permitted.

1.2.11 Special Notice

- Failure to utilize SAP Enterprise Support provided by SAP may prevent SAP from being able to identify and assist in the correction of potential problems which, in turn, could result in unsatisfactory software performance for which SAP cannot be held responsible.
- In the event SAP provides Third Party Software to Licensee under the Software Agreement, SAP shall provide SAP Enterprise Support on such Third Party Software to the degree the applicable third party makes such support available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Enterprise Support. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee.
- In the event that Licensee is entitled to receive one or more services per calendar year, (i) Licensee shall not be entitled to receive such services in the first calendar year if the Effective Date the Enterprise Support agreement is after September 30 and (ii) Licensee shall not be entitled to transfer a service to the next year if Licensee has not utilized such service.
- SAP Enterprise Support is provided according to the current maintenance phases of SAP software releases as stated in www.service.sap.com/releasestrategy.

1.3. SAP Product Support for Large Enterprises

1.3.1 Definitions

The following definitions only apply to this section 1.3:

"PSLE Solutions" shall mean all software for which SAP provides SAP PSLE excluding software to which special support agreements apply exclusively.
"Go-Live" marks the point in time from when, after implementation of Licensee's PSLE Solutions or an upgrade of PSLE Solutions, can be used by Licensee for processing real data in live operation mode and for running Licensee's internal business processes in accordance with the software license agreement.
"Contract Price" shall mean the contract price for PSLE Solutions pursuant to section A.2 of this List of Prices and Conditions.
"Licensee Solution" shall mean PSLE Solutions and any other software licensed by Licensee from third parties, provided such Third Party Software is operated in conjunction with PSLE Solutions.
"Production System" shall mean a live SAP system used for running internal business processes and where Licensee's data is recorded.
"SAP Software Solution(s)" shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee's internal business processes. Details and examples can be found on the SAP Service Marketplace (as specified in SAP Note 1324027 or any future SAP Note that replaces SAP Note 1324027).
"SAP Support Services" shall mean SAP Product Support for Large Enterprises (PSLE), SAP Enterprise Support, or SAP Standard Support.
"Top Issues" shall mean software issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with the SAP standards which (i) endanger the go-live of a pre-production system or (ii) have a significant business impact on a Licensee's core Production System.

1.3.2 Scope of SAP Product Support for Large Enterprises

SAP Product Support for Large Enterprises currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed PSLE Solutions, as well as tools and procedures for upgrades.
- Support packages– correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP provides enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP may, according to current procedure, provide one enhancement package or other update per calendar year.
- Technology updates to support third party operating systems and databases. Available ABAP source code for SAP software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or PSLE Solution upgrades, is supported for example through content and information material, tools for client copy and entity copy, and tools for comparing customization.
- SAP grants Licensee access to Guided Self-Services as part of SAP Solution Manager Enterprise Edition to support the technical solution management of particular PSLE Solutions.
- Configuration guidelines and content for PSLE Solutions are usually shipped via SAP Solution Manager Enterprise Edition,
- Best Practices for SAP System Administration and SAP Solution Operations for SAP Software
- SAP Configuration and Operation Content is supported as part of the PSLE Solutions.
- Content, tools and process descriptions for SAP Application Lifecycle Management are part of the SAP Solution Manager Enterprise Edition, the PSLE Solutions and/or the applicable documentation for the PSLE Solutions.

Message Handling

- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that Licensees can implement into their SAP system. SAP Notes also document related issues, customer questions and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- Global message handling by SAP for problems related to PSLE Solutions (for more information, see section 1.3.3).
- Global 24x7 escalation procedures.

Access to Services Content

- SAP shall provide Licensee with access to SAP's remote services methodology. Licensee may use this content to perform proactive support services for the PSLE Solutions.

SAP Product Support for Large Enterprises Roadmap Planning

- Up to two times per calendar year, Licensee and SAP will perform a joint telephone conference to exchange information about Licensee's current or planned global projects to implement or upgrade PSLE Solutions, to review Top-Issues and risk mitigation plans and to discuss quality assurance topics with regard to end-to-end operations of and support for Licensee's SAP Software Solutions, and to generally align on collaboration between Licensee and SAP in the area of support activities and delivery of SAP Product Support for Large Enterprises services for Licensee's SAP Software Solutions.
- Licensee can contact the Local Support Manager of SAP to request a scheduling of such telephone conference.
- If mutually agreed between Licensee and SAP, such planning can also take place in the course of an onsite meeting at a mutually agreed location.
- SAP expressly states that a successful planning requires the support of Licensee's Customer Center of Expertise.

SAP Solution Manager Enterprise Edition

For more information refer to section 1.3.4.

Other Components, Methodologies, Content, and Community Participation

- Monitoring components and agents for systems - to help monitor available resources and collect system status information of the PSLE Solutions (such as SAP EarlyWatch Alert)
- Pre-configured test templates and test cases are usually delivered via the SAP Solution Manager Enterprise Edition. In addition the SAP Solution Manager Enterprise Edition assists Licensee's testing activities with functionalities that currently include:
  - Test administration for PSLE Solutions by using the functionality provided as part of the SAP Solution Manager Enterprise Edition
  - Quality Management for management of "Quality-Gates"
  - SAP-provided tools for automated testing
  - SAP-provided tools to assist with optimizing regression test scope. Such tools support identifying the business processes that are affected by a planned SAP Software Solutions change and make recommendations for the test scope as well as generating test plans (for details see www.service.sap.com).
- Content and supplementary tools to help increase efficiency, which may include implementation methodologies and standard procedures, an Implementation Guide (IMG), and Business Configuration (BC) Sets.
- Access to guidelines via the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks. Such content currently includes:
  - End-to-End Solution Operations: Assists Licensee with the optimization of the end-to-end operations of Licensee's SAP Software Solution.
  - Run SAP Methodology: Assists Licensee with application management, business process operations, and administration of the SAP NetWeaver® technology platform, and currently includes:
    - The SAP standards for solution operations
    - The road map of Run SAP to implement end-to-end solution operations
    - Tools, including the SAP Solution Manager Enterprise Edition application management solution

    For more information about the Run SAP methodology, see www.service.sap.com/runsap.
  - Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.

1.3.3 Global Message Handling

When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. All persons involved in the message solving process can access the status of a submitted message at any time.
In exceptional cases, Licensee can also contact SAP by telephone. SAP's support requires that Licensee provides remote access as specified in section 1.3.5.

SAP will commence message handling on errors of very high priority (for a definition of priorities, see SAP Note 67739) within 24 hours, 7 days a week provided that the following conditions are met:

- The error must be reported in English and
- Licensee must have a suitably skilled English-speaking employee at hand so that Licensee and SAP can communicate if SAP assigns the problem message to an overseas SAP support center.

If these conditions are not met, SAP may not be able to start or continue the message handling.

1.3.4 SAP Solution Manager Enterprise Edition under PSLE

1.3.4.1 SAP Solution Manager Enterprise Edition (and its successors as provided by the respective Support contracts) shall be subject to the software agreement on the provision and licensed use of the Software and is used solely for the following purposes under SAP PSLE:

(i) Delivery of SAP PSLE and Support Services for Licensee Solutions, including delivery and installation of software and technology maintenance for PSLE Solutions;

(ii) Application Lifecyle Management for Licensee Solutions and for any other software components and IT assets licensed or otherwise obtained by Licensee from third parties, provided such third party software, software components, and IT assets are operated in conjunction with PSLE Solutions and are required to complete the Licensee's business processes as documented in the solution documentation in SAP Solution Manager Enterprise Edition ("Additional Supported Assets"). Such Application Lifecycle Management is limited solely to the following purposes:

- Implementation, configuration, testing, operations, continuous improvement, and diagnosis
- Incident management (Service Desk), problem management, and change request management, provided they are supported through the use of the SAP CRM technology that is integrated in SAP Solution Manager Enterprise Edition
- Administration, monitoring, reporting and enterprise information services (Business Intelligence), provided they are supported through the use of the SAP NetWeaver technology that is integrated in SAP Solution Manager Enterprise Edition. Business Intelligence can also be carried out, provided Licensee has licensed the corresponding SAP BI Software as part of the PSLE Solutions.

Licensee does not require separate Package licenses for SAP CRM to use the Application Lifecycle Management described in (ii) above. Licensee does require licenses for Named Users to use the SAP Solution Manager Enterprise Edition.

1.3.4.2 SAP Solution Manager Enterprise Edition may not be used for any other purposes than those mentioned herein. Independent of this restriction, the Licensee may not use SAP Solution Manager Enterprise Edition for the following:

(i) SAP CRM scenarios such as service plans, contracts, service confirmation management, unless these CRM scenarios are explicitly described in section 1.3.4.1.

(ii) Other SAP NetWeaver usage types than those mentioned above

(iii) Application Lifecyle Management and in particular, Incident Management (Service Desk), except for the Licensee Solutions and the Additional Supported Assets

(iv) Non-IT Shared Services functions, including HR, Financial Accounting, or Procurement.

1.3.4.3 SAP may update the use cases for SAP Solution Manager Enterprise Edition exclusively at its own discretion on the SAP Service Marketplace under http://service.sap.com/solutionmanager.

1.3.4.4 SAP Solution Manager Enterprise Edition must only be used by those persons for whom the Licensee has licensed as Named Users, is subject to the terms and conditions for the Software, must only be used during the term of the PSLE contract, and must be used exclusively for SAP-support-related activities to support the Licensee's internal business transactions. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP PSLE other than those above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Regardless of the restrictions on Named Users described above, the Licensee may allow all of its employees to access the Web Self-Service of SAP Solution Manager Enterprise Edition during the term of the SAP PSLE contract, for the following purposes: Creation of support tickets, querying the status of support tickets and confirmation, which have direct reference to Licensee Solutions and Additional Supported Assets.

1.3.4.5 In the event Licensee terminates SAP PSLE and receives SAP Enterprise Support or SAP Standard Support in accordance with section 1.3.9, Licensee's use of SAP Solution Manager Enterprise Edition shall be governed by the terms and conditions of the SAP Enterprise Support Agreement or the SAP Standard Support Agreement as applicable.

1.3.4.6 Use of SAP Solution Manager Enterprise Edition may not be offered by customers as a service to third parties, other than those third parties explicitly mentioned in the contract, even if such third parties have licensed SAP software and have licensed Named Users. This provision does not apply to third parties who, under the terms of the Licensee's contract for the provision and licensed use of SAP software, are expressly permitted to access the SAP Solution Manager Enterprise Edition solely for the purposes of SAP-related Support in aiding the internal business transactions of the Licensee under the terms of the SAP PSLE contract.

1.3.5 Licensee's Responsibilities

SAP Product Support for Large Enterprises Program Management

In order to receive SAP Product Support for Large Enterprises services, Licensee shall fulfill the following requirements:

Licensee shall designate a qualified English speaking contact within its SAP Customer Center of Expertise (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such

Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

1.3.5.1 Other Requirements

In order to receive SAP Product Support for Large Enterprises hereunder, Licensee must:

- Hold all necessary licenses for the Licensee Solution
- Continue to pay all SAP Product Support for Large Enterprise Service Fees as contractually agreed.
- Otherwise fulfill its obligations under the contracts for the provision and licensed use of the Software and the SAP PSLE agreement .
- Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote problem analysis as part of message handling. Licensee shall grant such remote access without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 1.3.6 below.
- Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition system, with the latest patch levels for Basis and the latest SAP Solution Manager Enterprise Edition support packages.
- Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.
- Establish a connection between Licensee's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the PSLE Solutions and Licensee's SAP Solution Manager Enterprise Edition installation. Licensee shall maintain the solution landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.
- To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall follow all guidelines in the documentation.
- Licensee agrees to maintain adequate and current records of all modifications and, if requested, promptly provide such records to SAP.
- Licensee shall report all malfunctions by means of the current SAP Support infrastructure, which SAP makes available in the form of updates, upgrades, or Add-ons.
- Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the PSLE Solutions.

1.3.6 Customer Center of Expertise

1.3.6.1 Role of the Customer Center of Expertise

In order to leverage the full potential value delivered as part of SAP Product Support for Large Enterprises, Licensee is required to establish a Customer Center of Expertise ("Customer Center of Expertise", or "Customer COE"). The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization. As a permanent center of expertise, the Customer COE supports Licensee's efficient implementation, innovation, operation and quality of business processes and systems related to the SAP Software Solution based on the Run SAP methodology provided by SAP (for more information on the Run SAP methodology, refer to www.service.sap.com/runsap). The Customer COE should cover all core business process operations. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

1.3.6.2 Basic Functions of the Customer COE

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be jointly reviewed in the framework of the service planning process and the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from Licensee and/or affiliates provided such affiliates are entitled to use the PSLE Solutions as contractually agreed. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of PSLE Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy. The Customer COE shall also coordinate Licensee's modification notification.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about PSLE Solutions and the Customer COE within Licensee's group of affiliated companies.
- Service Planning: Licensee regularly engages in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

1.3.6.3 Customer COE Certification

If Licensee has not established a certified Customer COE by the Effective Date of the PSLE contract, Licensee must establish a certified Customer COE at the latest by the time one of the following two events occurs at the latest: (i) within twelve (12) months after the Effective Date of the PSLE contract; or (ii) at the latest six (6) months after Licensee has gone live with at least one of the PSLE solutions in normal business operations. To obtain the valid primary Customer COE certification (Primary Customer COE Certification) or re-certification (Re-Certification) by SAP, the Customer COE undergoes an audit procedure that covers the basic functions (primary certification). Licensee has the option of obtaining an advanced certification of his Customer COE. Detailed information about the process and conditions for Primary Certification and Re-Certification as well as available certification levels are available in SAP Service Marketplace at http://service.sap.com/coe.

1.3.7 Verification

To check the compliance with the contractually agreed terms, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) whether Licensee is eligible to receive SAP Product Support for Large Enterprises; (ii) the correctness of the information provided by Licensee; and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the contractual regulations. If at any point during the term of the SAP PSLE agreement SAP determines that Licensee has fallen below either the Maintenance Threshold or License Threshold defined in Section 1.3.8, Section 1.3.8 shall apply accordingly.

1.3.8 Revenue Thresholds

a. Licensee shall be eligible to receive SAP Product Support for Large Enterprises from the date at which Licensee informs SAP in writing about the meeting of both of the following criteria:

(i) the aggregate of the overall yearly expenditure of Licensee and all Licensee Affiliates on the following exceeds or is equal to CHF 6,350,000, for purposes of this paragraph, yearly expenditures shall be deemed to be the product of seventeen percent (17%) times the applicable Contract Price, irrespective of the then current SAP Enterprise Support Factor in effect,

(b) SAP Product Support for Large Enterprises (currently 17%) times the applicable Contract Price

(c) SAP Standard Support, for which, for the purposes of this paragraph, the annual fees are defined as follows: 17% of contract price for each contract, irrespective of the then current SAP Standard Support Factor in effect,

(d) Maintenance for software licensed from Business Objects; and

(e) MaxAttention; and

(ii) the Contract Price exceeds or is equal to CHF 38,100,000 (the "License Threshold").

b.1 During the term of the SAP PSLE agreement, Licensee shall be responsible for informing SAP if Licensee does not meet the Maintenance Threshold and/or the License Threshold. Upon Licensee's request, SAP will assist Licensee in this determination. If Licensee falls below either or both of these thresholds, Licensee shall inform SAP thereof immediately and from the date Licensee falls below the Maintenance Threshold and/or the Licensee Threshold, the following applies:

(a) The SAP PSLE Factor for Licensee's and Licensee's Affiliates' PSLE Solutions which has been contractually agreed between SAP and Licensee is replaced by an SAP PSLE Factor of 21.42% in 2011 and 22% in 2012, up to and including 2016. For the years 2017 and thereafter, the then current SAP Enterprise Support Factor according to SAP's then current List of Prices and Conditions applies;

(b) The scope of SAP's support shall remain as defined in Section 1.3.2 above;

(c) The SAP PSLE Factor for any additional purchases of software licenses subsequent to falling below the Maintenance Threshold and/or the License Threshold will be 22% up to and including 2016; and thereafter the then-current SAP Enterprise Support Factor according to SAP's then current List of Prices and Conditions;

SAP will offer to Licensee the option to select SAP Enterprise Support or SAP Standard Support in accordance with its then current terms and the provisions of the following section b.2.

b.2 If Licensee selects SAP's Enterprise Support offering, the following shall apply: the SAP Enterprise Support Factor is 18.9% in 2011, 19.5% in 2012, 20.1% in 2013, 20.8% in 2014, 21.4% in 2015, 22% in 2016; the SAP Enterprise Support Factor for additional purchases of software licenses subsequent to switching to SAP Enterprise Support will be 22% up to and including 2016; and thereafter the then current SAP Enterprise Support Factor according to SAP's then current List of Prices and Conditions.

If Licensee selects SAP's Standard Support offering, such services shall be provided in accordance with SAP's then current terms and conditions including without limitation pricing.

In either case, SAP and Licensee shall execute a respective change agreement to this effect.

In addition, the following applies: If on the day of or prior to falling below the Maintenance Threshold or the License Threshold, Licensee informs SAP that it is migrating to SAP Standard Support or SAP Enterprise Support, Licensee is entitled to continue using SAP Product Support for Large Enterprises at a factor of 17%, until such time as the migration has been contractually agreed but in total only for a maximum of three (3) months, after which the factors specified in section b.1a) above will apply.

c. Licensee is not eligible for SAP PSLE services:
   (i) during the period between meeting the criteria under section a) and the date at which SAP receives written notice from Licensee that Licensee meets these criteria; and
   (ii) during the period between the date at which Licensee falls below the criteria under section a) and the date at which Licensee informs accordingly, in the case where Licensee only informs SAP of its failure to meet the criteria after the date at which Licensee fell short of these criteria.

d. Licensee shall not receive any refund, including, but not limited to, previously paid maintenance fees, e.g. fees paid for SAP Enterprise Support.

1.3.9 Selection of SAP Standard Support or SAP Enterprise Support

Notwithstanding Licensee's right of termination as set out in the SAP PSLE Agreement and provided Licensee is not in default of any obligations under the SAP PSLE Agreement or its agreement for the provision and licensed us of the software, Licensee may select either SAP Enterprise Support or SAP Standard Support in accordance with the following provisions:

- Licensee may select **SAP Enterprise Support** either (i) with respect to all agreements for support that are solely on a calendar year renewal basiseffective on the beginning of any calendar monthor (ii) with respect to all agreements for support that are not solely on a calendar year renewal basis, effective on any monthly anniversary of the renewal date of such agreement. Licensee shall make such selection by giving to SAP three (3) months' written notice thereof. The notice is deemed to be given at the time it is received by SAP. All existing SAP PSLE Support agreements shall be terminated and replaced effective with the commencement of the SAP Enterprise Support agreement. Any such selection shall apply to all PSLE Solutions and SAP and Licensee shall execute an SAP Enterprise Support agreement on SAP's then-current terms and conditions for SAP Enterprise Support, including without limitation pricing.

- Licensee may select **SAP Standard Support** either (i) with respect to all agreements for support that are solely on a calendar year renewal basis, effective on the start of a new calendar year, subject to the Minimum Term of Licensee's first agreement for SAP PSLE; or (ii) with respect to all agreements for support that are not solely on a calendar year renewal basis, effective on the start of the first renewal period in any calendar year that follows the Minimum Term of Licensee's first agreement for SAP PSLE. Licensee shall make such selection by giving to SAP three (3) months' written notice thereof. The notice is deemed to be given at the time it is received by SAP. All existing SAP PSLE Support agreements shall be terminated and replaced effective with the commencement of the SAP Standard Support agreement. Any such selection shall apply to all PSLE Solutions and SAP and Licensee shall execute an SAP Standard Support agreement on SAP's then current terms and conditions for SAP Standard Support, including without limitation pricing.

For the avoidance of any doubt, selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions stated herein shall strictly apply to all of Licensee's SAP software.

So far as SAP offers maintenance service for it, all of Licensee's SAP software must be covered by the maintenance service. Licensee must always have all of its installations of the Software fully maintained or terminate the maintenance service completely. Partial termination or partial selection of SAP Enterprise Support by Licensee is not permitted.

1.3.10 Special Notice

- Failure to utilize SAP Product Support for Large Enterprises provided by SAP may prevent SAP from being able to identify and assist in the correction of potential problems which, in return could result in unsatisfactory software performance for which SAP cannot be held responsible.
- In the event SAP provides Third Party Software to Licensee under the Software Agreement, SAP shall provide support services on such Third Party Software to the degree the applicable third party makes such SAP Product Support for Large Enterprises available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Product Support for Large Enterprises. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee.
- SAP Product Support for Large Enterprises is provided according to the current maintenance phases of SAP software releases as stated in www.service.sap.com/releasestrategy.

1.4. SAP Standard Support

1.4.1. Definitions

The following definitions only apply to this section 1.4:

"Production System" shall mean a live SAP system used for running Licensee's internal business operations and where Licensee's data is recorded.
"**Service Session**" shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self service or fully automated.
"Standard Support Solutions" shall mean all software for which SAP provides SAP Standard Support, excluding software to which special support agreements apply exclusively.

1.4.2. Scope of SAP Standard Support

SAP Standard Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Standard Support Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.
- Technology updates to support third party operating systems and databases.
- Technology updates to support third party operating systems and databases.
- Available ABAP source code for SAP software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Standard Support Solutions upgrades, is supported, currently for example with content and information material, tools for client copy and entity copy, and tools for comparing customization.

Message Handling

- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that Licensees can implement into their SAP system. SAP Notes also document related issues, customer questions, and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- Global message handling by SAP for problems related to Standard Support Solutions. When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. All persons involved in the message solving process can access the status of a submitted message at any time. In exceptional cases, Licensee may also contact SAP by telephone. SAP's support requires that Licensee provides remote access as specified in Section 1.4.3 . SAP will commence message handling on errors of very high priority (for a definition of priorities, see SAP Note 67739) within 24 hours, 7 days a week provided that the following conditions are met: (i) The error must be reported in English and (ii) Licensee must have a suitably skilled English-speaking employee at hand so that Licensee and SAP can communicate if SAP assigns the problem message to an overseas SAP support center. If either or both of these conditions are not fulfilled, SAP may not be able to start message handling or to continue message handling until these conditions are fulfilled.
- Global 24x7 escalation procedures.

Remote Services

- SAP Standard Support currently includes a choice of one of the following remote services per live installation per calendar year:
  - One GoingLive Check for e. g if the customer decides to implement new SAP software and use it productively;
  - One GoingLive Upgrade Check for an upgrade to a higher release; or
  - One GoingLive OS/DB Migration Check. This OS/DB Migration Check assists the Licensee in preparing for a migration of an operating system or database. Migration is the responsibility of the Licensee.
- In case of vital alerts reported by SAP EarlyWatch® Alert, up to two (2) SAP EarlyWatch® Checks may be performed per calendar year for a production system if required.
- A service can consist of one or more Service Sessions.
- In order to meet the requested delivery date for a remote service, the service has to be ordered at least two months in advance of the desired remote service delivery date. The right to services only exists for a specific installation and is not transferable to other installations.
- Further information and detail about individual SAP services can be found in SAP Service Marketplace at http://service.sap.com/standardsupport.

SAP Solution Manager Enterprise Edition under SAP Standard Support

- SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the agreement on the provision and licensed use of the software and is for the following purposes only under SAP Standard Support: (i) delivery of SAP Standard Support, including delivery and installation, upgrade, and maintenance of Standard Support Solutions and (ii) re-active support upon request from Licensee, including without limitation application of break fixes (e.g. patches, notes, etc.) and root cause analysis for Standard Support Solutions and (iii) management of Standard Support Solutions using only those scenarios which are part of the functional baseline as defined on the Sap Service marketplace http://service.sap.com/solutionmanager.
- SAP in its sole discretion – may update from time to time on the SAP Service Marketplace under http://service.sap.com/solutionmanager the use cases for SAP Solution Manager Enterprise Edition under SAP Standard Support.
- SAP Solution Manager Enterprise Edition shall only be used for SAP Standard Support during the term of the Standard Support agreement and by the Named Users licensed by Licensee subject to the licensed rights for the Software and exclusively for Licensee's SAP-related support purposes in support of Licensee's internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP Standard Support other than those listed above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. SAP Solution Manager must explicitly not be used for Third Party Software not licensed via SAP or any other components or IT assets operated in conjunction with SAP software
- In the event Licensee terminates SAP Standard Support and receives SAP Enterprise Support in accordance with Section 1.4.6, Licensee's use of SAP Solution Manager shall be governed by the terms and conditions of the SAP Enterprise Support Agreement.

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to help monitor available resources and collect system status information of the Standard Support Solutions (e.g. SAP Early Watch Alert).
- Administrative integration of distributed systems through SAP Solution Manager Enterprise Edition for the purposes of Sap EarlyWatch Alert.
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, an Implementation Guide (IMG) and Business Configuration (BC) Sets.
- Access to guidelines via the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.

1.4.3. Licensee's Responsibilities

SAP Standard Support Program Management

In order to receive SAP Standard Support hereunder, Licensee shall designate a qualified English speaking contact within its Customer COE (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

Other Requirements

Furthermore, Licensee must especially without being limited to:

- Hold all necessary licenses for the Standard Support Solutions.
- Continue to pay all Standard Support Service Fees as contractually agreed.
- Otherwise fulfill its obligations under the contracts for the provision and licensed use of Software and the Standard Support agreement.
- Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of issues as part of message handling. Licensee shall grant such remote access without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. SAP points out that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 1.4.4 below.
- Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis and the latest SAP Solution Manager Enterprise Edition support packages.
- Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.
- Establish a connection between Licensee's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Standard Support Solutions and Licensee's SAP Solution Manager Enterprise Edition installation.
- Licensee shall maintain the solution landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system at least for the Production Systems and systems connected to the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.
- To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to all guidelines in the applicable documentation.
- Licensee agrees to maintain adequate and current records of all modifications and, if needed, promptly provide such records to SAP.
- Submit all error messages via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or Add-ons.
- Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the Standard Support Solutions.

1.4.4. Customer Center of Expertise

1.4.4.1. Role of the Customer COE

The Customer Center of Expertise ("Customer COE") is designated by Licensee as a central point of contact for interaction with the SAP support organization. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

1.4.4.2. Basic Functions of the Customer COE

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be reviewed in the framework of the service planning process and the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from the Licensee and/or any of its affiliates provided such affiliates are entitled to use the Standard Support Solutions as contractually agreed. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of the Standard Support Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy. The Customer COE shall also coordinate Licensee's modification notification and disclosure requirements.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Standard Support Solutions and the Customer COE within the Licensee's group of affiliated companies.
- Remote Service Planning: coordination of remote service delivery with SAP

1.4.4.3. Customer COE Certification

If Licensee does not already have a certified Customer COE upon the Effective Date, Licensee must establish a certified Customer COE upon the later to occur of the following: (i) within twelve (12) months after the Effective Date, or (ii) within six (6) months after Licensee has started using at least one of the Standard Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels is available in SAP Service Marketplace at http://service.sap.com/coe.

1.4.5. *Verification*

To check the compliance with the terms the contractual agreements, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures especially without being limited to) (i) the correctness of the information provided by Licensee and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with in accordance with the contractual regulations.

1.4.6. Selection of SAP Enterprise Support

Notwithstanding Licensee's right of termination as set out in the Standard Support Agreement and provided Licensee is not in default of any obligations under the Standard Support Agreement or its agreement for the provision and licensed use of the software, Licensee may select SAP Enterprise Support in accordance with the following provisions:

(i) with respect to all agreements for support that are solely on a calendar year renewal basis effective on the beginning of any calendar month, or
(ii) with respect to all agreements for support that are not solely on a calendar year renewal basis, effective on the any monthly anniversary of the renewal date of such agreement.

Licensee shall make such selection by giving to SAP three (3) months' written notice thereof. The notice is deemed to be given at the time it is received by SAP. All existing SAP Standard Support agreements shall be terminated and replaced effective with the commencement of the SAP Enterprise Support agreement. Any such selection shall apply to all Standard Support Solutions and SAP and Licensee shall execute an SAP Enterprise Support agreement on SAP's then-current terms and conditions for SAP Enterprise Support, including without limitation pricing.

For the avoidance of any doubt, selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions stated herein shall strictly apply to all of Licensee's SAP software.

So far as SAP offers maintenance service for it, all of Licensee's SAP software must be covered by the maintenance service. Licensee must always have all of its installations of the Software fully maintained or terminate the maintenance service completely. Partial termination or partial selection of SAP Enterprise Support by Licensee is not permitted.

1.4.7. Special Notice

- In the event that Licensee is entitled to receive one or more services per calendar year, (i) Licensee shall not be entitled to receive such services in the first calendar year if the Effective Date of the SAP Standard Support contract is after September 30 and (ii) Licensee shall not be entitled to transfer a service to the next year if Licensee has not utilized such service.
- Failure to utilize SAP Standard Support provided by SAP may prevent SAP from being able to identify and assist in the correction of potential problems which, in turn, could result in unsatisfactory software performance for which SAP cannot be held responsible.
- In the event SAP provides Third Party Software to Licensee under the Software Agreement, SAP shall provide SAP Standard Support on such Third Party Software to the degree the applicable third party makes such support available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Standard Support. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee. If the licensing agreement between SAP and a third party vendor is terminated, support for this vendor's Third Party Software will be provided through SAP according to the defined support processes until the end of the wind-down period agreed upon between SAP and the third party vendor.
- SAP Standard Support is provided according to the current maintenance phases of SAP software releases as stated in www.service.sap.com/releasestrategy. Extended Maintenance for certain releases of the software is available at under a separate written agreement and for additional license fees.

1.5. *SAP Standard Support for SAP Business One*

1.5.1. Definitions

1.1 "Production System" shall mean a live SAP system used for running Licensee's internal business operations and where Licensee's data is recorded.
1.2 "Service Session" shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.

1.5.2. Scope of SAP Standard Support for Business One

Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, SAP Standard Support services for SAP Business One. SAP Standard Support for SAP Business One currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Standard Support Solutions as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections.Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- Technology updates to support third-party operating systems and databases.
- Remote support platform for SAP Business One (RSP) as collaborative infrastructure for the delivery of remote support and remote services.

Message Handling

- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that licensees can implement into their SAP system**.** SAP Notes also document related issues, licensee questions, and recommended solutions (e.g. customizing settings).

- Global message handling by SAP for problems related to Standard Support Solutions.
  When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. All persons involved in the message solving process can access the status of the message at any time. In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provides remote access as specified in Section 1.5.3 SAP will commence message handling on errors of very high priority (for a definition of priorities, see SAP Note 67739) within 24 hours, 7 days a week provided that the following conditions are met: (i) The error must be reported in English and (ii) Licensee must have a suitably skilled English-speaking employee at hand so that Licensee and SAP can communicate if SAP assigns the problem message to an overseas SAP support center. If either or both of these conditions are not fulfilled, SAP may not be able to start message handling or to continue message handling until these conditions are fulfilled.

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Standard Support Solutions (e.g. RSP).
- Access to guidelines via the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.

1.5.3. Licensee's Responsibilities

1.5.3.1. SAP Standard Support Program Management

In order to receive SAP Standard Support for SAP Business One hereunder, Licensee shall designate a qualified English speaking contact within its SAP Customer Center of Expertise ("Customer COE") (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

1.5.3.2. Other Requirements

Licensee must further satisfy the following requirements:

(i) Continue to pay all Standard Support Fees for SAP Standard Support for SAP Business One.

(ii) Otherwise fulfill its obligations under the Software Agreements.

(iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of issues as part of message handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services.

(iv) Make available to SAP Support organization a backup of the productive SAP Business One database whenever the processing of a support message requires in-house investigation. Partner is responsible to obtain the consent to a hand over from individuals whose personal data is stored in such database.

(iv) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 1.5.4.

(vi) Activate RSP for the Production Systems and transmit data to SAP Backend systems.

(vii) Submit all error messages via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.

(viii) Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the Standard Support Solutions.

1.5.4. Customer Center of Expertise

1.5.4.1. Role of the Customer COE

The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

1.5.4.2. Basic Functions of the Customer COE

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be reviewed in the framework of the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from Licensee and/or affiliates provided such affiliates are entitled to use the Standard Support Solutions under the Software Agreement. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary customization of Standard Support Solutions and to ensure that planned customizations are in alignment with the SAP software and release strategy. Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Standard Support Solutions and the Customer COE within Licensee's organization.

1.5.5. Customer COE Certification

If Licensee does not already have a certified Customer COE upon the Effective Date, Licensee must establish a certified Customer COE upon the later to occur of the following: (i) within twelve (12) months after the Effective Date, or (ii) within six (6) months after Licensee has started using at least one of the Standard Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure.
For the avoidance of doubt the Customer COE for SAP Business One program is a product-specific program which meets the specific needs of the SAP Business One eco-system, it is independent from other Customer COE programs offered by SAP for other customer groups and/or other SAP products. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels is available in SAP Service Marketplace at http://service.sap.com/smb/sbocustomer/coe.

1.5.6. Verification

To check the compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) the correctness of the information provided by Licensee.

1.5.7. Other Terms and Conditions

- FAILURE TO UTILIZE SAP STANDARD SUPPORT FOR SAP BUSINESS ONE PROVIDED BY SAP MAY PREVENT SAP FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE FOR WHICH SAP CANNOT BE HELD RESPONSIBLE.
- In the event SAP licenses third party software to Licensee under the Agreement, SAP shall provide SAP Standard Support for SAP Business One on such third party software to the degree the applicable third party makes such support available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Standard Support for SAP Business One. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee.
- SAP Standard Support is provided according to the current maintenance phases of SAP software releases as stated in http://service.sap.com/releasestrategy.