# SAP SOFTWARE USE RIGHTS

## Table of Contents

**This SAP Software Use Rights document consists of the following:**


- Preamble – Page 2
- Section 1-- Licensing Principles / Rules of Use – Page 2
- Section 2-- Metrics – Page 4
- Section 3-- Package Specific Terms / Rules of Use – Page 5
- Exhibit 1 – SBOP Exhibit 1 Software – Page 7
- Exhibit 2 – Named User Metrics and Package Metrics – Page 10
    - Named Users – Page 10
    - Enterprise Extensions – Page 15
    - Line of Business and Industry Portfolios – Page 15
    - SAP NetWeaver – Page 22
    - SAP HANA – Page 23
    - General Supplementary Products – Page 23
    - Third Party Supplementary Products – Page 24
    - Business Intelligence, Enterprise Information Management and Address Directories – Page 26
    - Governance, Risk & Compliance and Enterprise Performance Management – Page 26
    - SAP BusinessObjects solutions for SME – Page 27
    - Sybase – Page 27
- Exhibit 3 – Package Restrictions – Page 28
    - SAP Business Suite and Enterprise Foundation – Page 28
    - Enterprise Extensions – Page 28
    - Industry Packages – Page 28
    - SAP NetWeaver – Page 29
    - SAP BusinessObjects – Page 30
    - SAP Crystal – Page 36
    - Third Party Products – Page 38
    - Sybase – Page 42
    - SAP HANA – Page 44
    - Focused Business Solutions – Page 45
- Exhibit 4 – Pass-Through Terms for Third Party Databases – Page 46
- Exhibit 5 – Pass-Through Terms for Address Directories – Page 49

## PREAMBLE

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

## 1. LICENSING PRINCIPLES / RULES OF USE

### 1.1 Definitions

1.1.1 As used in these Use Terms: 1) each Software and/or Third Party Software (as defined in the GTC) product licensed pursuant to the Agreement referencing these Use Terms may be referred to as a "Software Package" (when referencing only Software) or "Third Party Software Package" (when referencing only Third Party Software) or "Package" (when referencing both Software and Third Party Software); 2) "Named User" shall mean any individual authorized by Licensee to Use (in accordance with the terms of the Agreement) a Package, including without limitation employees of its Affiliates or its Business Partners; 3) "Named User License" shall mean the Metric and Licensed Level applicable to each Named User; 4) "Package License" shall mean the Metric and Licensed Level applicable to each Package; 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) "Order Form" shall mean the order document for the Named Users and Packages licensed under the Agreement, including order documents placed directly with SAP or through an authorized reseller, distributor, OEM or other authorized partner of SAP.

### 1.2 Standard License Principles / Rules of Use

1.2.1 *Named User License & Package License Required.* Except as otherwise specifically provided in Sections 1.3.2 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 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 Order Form as "Legacy SBOP"; however, references to "Legacy SBOP" shall only mean any licensed Software specifically identified as "Legacy SBOP" on Exhibit 1. Any licensed SBOP may only be Used by individuals licensed as a Developer User, 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, 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 an Order Form. Packages may be subject to availability restrictions. Information about such restrictions including country availability, supported languages, supported operating systems and databases may be provided through the Product Availability Matrix (PAM) published at www.service.sap.com/pam or otherwise included in the Documentation.

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

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

1.3.2 *Standalone Use.* Software is licensed solely for Standalone Use if identified as such in the applicable Order Form. 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 Order Form. "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 Business Information Viewer User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

1.3.3 *Restricted License*. If Licensee acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("OEM Application") from a third party, Licensee has acquired a Restricted License. Licensee may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or 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, you may use the number and type of licenses acquired only to develop or test such developments. A development license cannot be used in or transferred to a production environment.

1.3.6 *Update License*. Unless otherwise agreed in writing between the parties, if you receive the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product.

1.3.7 *Promotional License*. Unless otherwise agreed in writing between the parties, if you received the Software as a special offer or promotional license ("Promotional License"), you may only use the Promotional Licenses with a new Deployment. Promotional Licenses may not be added to or used with an existing Deployment or Project.

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

## 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 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 license contract. Licensees with contracts from 2006 or later that contain SAP Application users are not permitted to license any of these previous user types.

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

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

3.2.1.1 Section 6.3 (Modification / Add-on) of the GTC shall not apply to any Third Party Software Packages. 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 Order Form does not exclude any Packages licensed thereunder from such runtime database license, then the following terms shall govern Licensee's Use of such runtime database:

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

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

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

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

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

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

3.4 **Standalone Use for Third Party Databases**

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

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

3.5 **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 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 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 Business Information User. The license agreement has to define in detail the limited use rights being performed by such Limited Professional User.

**SAP Application Business Information User** is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with 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 Business Information 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, 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 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 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 Business Information Viewer User.

**SAP Application Business Information 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
7009559 SAP Acrobat Connect Professional Learning by Adobe
7009558 SAP Acrobat Connect Professional Meeting by Adobe
7009560 SAP Productivity Pak by RWD - excl. North America
7009561 SAP Productivity Pak Help Launch Pad by RWD - excl. North America
7009562 SAP Productivity Composer by RWD - excl. North America
7009563 SAP Productivity Composer Help Launch Pad by RWD - excl. North America
7009639 SAP Productivity Pak by RWD - North America only
7009640 SAP Productivity Pak Help Launch Pad by RWD - North America only
7009641 SAP Productivity Composer by RWD - North America only
7009642 SAP Productivity Composer Help Launch Pad by RWD - 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.

**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.

**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.
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 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 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 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.

**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 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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 license 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.

**Business Partner Objects (MDG)** are defined as the numbers of all business partner type objects stored in the Master Data Governance 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.) A user defined object is created using the Mater Data Governance framework. 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.

**Product and Other Data Objects (MDG)** are defined as the numbers of all master data objects stored in the Master Data Governance 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). A user defined object is created using the Mater Data Governance framework.

**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 or SAP Charging and Billing for High Tech)** 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 or SAP Charging and Billing for High Tech. 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 Service to Cash for Banking 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.

**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 100.001 € - 500.000 €).

**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 USA. 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 kilojoules (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. 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 50.001 € - 100.000 €)..

**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).

**Page Views** (per year) are defined as the number of times a web page has been successfully served to a user's browser (in 12 month) as recorded by the log files of the web server. Only web pages, served to the SAP server count towards this metric.

**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.

**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.

**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 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 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 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 5.001 € - 50.000 €).

**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)

**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 > 500.000 €)..

**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 0 € - 5.000 €).

**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 warehouse, a delivery item is the individual inbound or 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 warehouse, a delivery item is the individual inbound or 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 warehouse, a delivery item is the individual inbound or 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.

**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 Master Data Management 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 Licensees 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 Licensees 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 Instance**s 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 Resource and Portfolio Management 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 Resource and Portfolio Management 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 that means for each ERP, BI and CRM system.

> 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 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.

**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 whether they actually accessing this program or not.

**Scenarios** are defined as scenarios being used in SAP Process Performance Management by Software AG 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 and 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. Contract Price for partners refers to Partner Buy Price depending on the support delivery model.

**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 RWD.

**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 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** 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 COPGS shall be equal to 70% of total company revenue.

An output transaction 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.** 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

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

**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 individual, person, 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).

**Laptop Device** is defined as laptop computer.

**Limited Runtime Option Productivity Apps** 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

**Limited Runtime Option Apps** 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 Packages

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 pre-paid 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 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://websmp107.sap-ag.de/~sapdownload/012002523100014103542010E/Duet_Enterprise_services.htm. 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 Agreement, the parties agree that any violation by Licensee of third party license rights in this respect will be a material breach of the Agreement.

## 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.

The Use of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product) is limited to five Named Users. Data Services includes a runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward. Use of the BusinessObjects Information Steward is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities that are contained in Data Insight.

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. The Use of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product) is limited to five Named Users. Data Services includes a runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward. Use of the BusinessObjects Information Steward is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities that are contained in Data Insight.

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.

5.1.7 *SAP BusinessObjects Metadata Management*

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

5.1.8 *SAP BusinessObjects Data Migration Starter Package*

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

5.1.9 *SAP BusinessObjects Data Migration Starter Package*

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

5.1.10 *SAP BusinessObjects Enterprise Performance Management*

5.1.10.1 *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.

5.1.11 *SAP BusinessObjects Financial Information Management*

When licensing SAP BusinessObjects Financial Information Management, SAP BusinessObjects Data Integrator may be Used:

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

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

5.1.12 *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.

5.1.13 *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.

5.1.13.1 *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.

5.1.14 *SAP BusinessObjects solutions for SME*

5.1.14.1 *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.

5.1.14.2 *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.

5.1.14.3 *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.

5.1.14.4 *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. For SAP BusinessObjects Edge Data Services and Edge Data Quality Management, Use of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product) is limited to five Named Users. Edge Data Services and Edge Data Quality Management include a runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward. Use of the BusinessObjects Information Steward is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities that are contained in Data Insight. 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.

5.1.14.5 *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.

5.1.14.6 *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.

5.1.14.7 *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.

5.1.15 *SAP BusinessObjects analytic solutions*

*Limited License:* Use of the SAP BusinessObjects analytic solution ("BA Solutions"), and any SAP software licensed as part of the BA Solution ("BA software"), is limited to the BA Solution specific purpose ("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 license agreement and additional license fees.

5.1.16 *SAP BusinessObjects Enterprise Risk Reporting for Banking.*

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

5.1.17 *SAP BusinessObjects Trade Promotion Effectiveness Analysis*

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

5.1.18 *SAP BusinessObjects Sales Analysis for Retail*

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

5.1.19 *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.

5.1.20 *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.

5.1.21 *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.

5.1.22 *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.

5.1.23 *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.

5.1.24 *Additional License Conditions for Knowledge Accelerator*

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

5.1.24.2 *Knowledge Accelerator on RWD Platform.* SAP BusinessObjects Knowledge Accelerator may be used to meet Licensee's employee training needs and may not be used by or on behalf of any third party. Notwithstanding any other provision of the Training Schedule, NULs of Knowledge Accelerator may not be transferred to other individuals, even if the original user is no longer permitted access to Knowledge Accelerator. If an individual is no longer employed by Licensee, Licensee may transfer such individual's NUL to another user.

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.*

## 5.2 SAP BusinessObjects (Classic Solutions Model)

5.2.1 SAP BusinessObjects Enterprise

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

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

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

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

5.2.2 *SAP BusinessObjects BI Package.* SAP BusinessObjects BI Package includes a restricted license of SAP BusinessObjects Information Steward. Use of the SAP BusinessObjects Information Steward is limited to the Metadata Management and Metapedia functionality.

5.2.3 *SAP BusinessObjects BI Starter Package.* The licensing of the SAP BusinessObjects BI starter package is restricted to maximum of100 users maximum on a single server.

5.2.4 *Dashboard and Visualization*

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

5.2.5 *SAP BusinessObjects Enterprise Information Management Solutions*

5.2.5.1 *SAP BusinessObjects Data Services, SAP BusinessObjects Data Integrator, and SAP BusinessObjects Data Quality Management software.*

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

5.2.5.2 *SAP BusinessObjects Data Services.* The following is included in each license of the SAP BusinessObjects Data Services:

- Five Named Users of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product)
- Runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward. Use of the BusinessObjects Information Steward is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities that are contained in Data Insight.
- One license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development and Grid Computing
- Database Interface licenses to an uncapped number of Types of databases
- Salesforce.com Technology Interface
- JMS Technology Interface

5.2.6 SAP BusinessObjects Data Integrator

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

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

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

5.2.7 SAP BusinessObjects Data Quality Management

5.2.7.1 *SAP BusinessObjects eDQ Management.* Licensee may Use SAP BusinessObjects eDQ Management for transactional or real-time environments only. Each license of the Software includes one license of SAP BusinessObjects DQM, cleansing package option for one language.

5.2.7.2 *SAP BusinessObjects Data Quality Management Professional*. Each license of the Software includes one Database Interface license and one license of SAP BusinessObjects DQM, cleansing package option for one language.

5.2.7.3 *SAP BusinessObjects Data Quality Management Premium*. Each license of the Software includes:

- Five Named Users of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product)
- Runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward. Use of the BusinessObjects Information Steward is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities that are contained in Data Insight.

- Two Database Interface licenses
- One license of SAP BusinessObjects DQM, cleansing package option for one language
- SAP BusinessObjects DQM, SDK
- One license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development and Grid Computing

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

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

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

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

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

5.2.8 *SAP BusinessObjects Explorer*

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

5.2.8.2 *SAP Business Objects Explorer (Data Exploration Component)*. SAP BusinessObjects Explorer (Data Exploration Component) includes SAP BusinessObjects Data Integrator Premium and SAP BusinessObjects Enterprise. Licensee's use is limited as follows:

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

5.2.9 *SAP BusinessObjects solutions for SME*

5.2.9.1 *SAP BusinessObjects Edge BI (Edge BI).* Edge BI licensed by SAP Named Users has a limit of 250 users per server. Edge BI includes publishing up to 1000 Recipients. Standalone Use of Edge BI standalone does not require SAP Application named users; when used with SAP ERP, the SAP Business Expert named user is not relevant and an SAP Professional named user is sufficient. Edge BI licensed as CAL (Concurrent Access License) through SAP BusinessObjects resellers shall not exceed 50 CALs in a single deployment. After Licensee acquired CAL packages from an SAP BusinessObjects reseller, Licensee may license add-on named user licenses of Edge BI in the same quantity as the number of CAL licensed.

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

5.2.9.3 *SAP BusinessObjects Edge BI, version with data integration.* SAP BusinessObjects Data Integrator Starter delivered with SAP BusinessObjects Edge BI may only be deployed on a single server (up to 250 users) and must be deployed either (a) on the same server where the corresponding SAP BusinessObjects Edge Series product is deployed, or (b) on a separate server having up to two CPUs. SAP BusinessObjects Edge BI, version with data integration and SAP BusinessObjects Data Integrator Starter may only be used in conjunction

with SAP BusinessObjects Edge BI and may not be used on a stand-alone basis. Licensee shall only be permitted to use up to two database types under the database interfaces and shall only be permitted one target datastore. When SAP BusinessObjects Data Integrator Starter is used with SAP BusinessObjects Edge Rapid Marts it may be deployed on a server with up to 4 CPUs.

## 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 either a) Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports or b) Licensee owns at least one licensed copy of the SAP Crystal Reports runtime server license.

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. Third Party 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 <u>*Databases*</u>

*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 <u>*SAP Test Acceleration and Optimization*</u>. 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 <u>*Supplementary Products*</u>

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

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 under Appendices to the Agreement 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 (under separate Order Form to the Agreement) 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 Order Form to the 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 (under separate Order Form to the Agreement) 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 (under separate Order Form to the Agreement) 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 (under separate Order Form to the Agreement) 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 (under separate Order Form to the Agreement, 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 (under separate Order Form to the Agreement) 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 (under separate Order Form to the Agreement) 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 (under separate Order Form to the Agreement) as an SAP Business Expert, Professional or Limited Professional User.

7.4.19 *SAP Central Process Scheduling by Redwood.* The license for each process server includes the right to Use the Redwood Software on one each of the following systems: (1) a training system, (2) a test / QA system and (3) a backup / failover system for such process server.

7.4.20 *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.

7.4.21 *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.

7.4.22 Additional Third Party Product Terms Applicable to Standalone Use:

7.4.22.1 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.

7.4.23 *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.

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

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

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

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

7.4.26 *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 http://service.sap.com/fbs/availability.

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, Server side recording, Contact Classification Tools, Task Management, Auto Manual Task creation, Task Classification, Task Alarm, monitoring and reporting, Messenger Tools and Outbound dialler 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 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 Enterprise Server including Multi-tenancy, Afaria Channel Test/Dev Server, Afaria Session Mgr for Handheld Devices, Afaria Software Mgr for Handheld Devices, Afaria Document Mgr for Handheld Devices, Afaria Security Mgr for Handheld Devices, Afaria Configuration Mgr for Handheld Devices, Afaria Inventory Mgr for Handheld Devices, Afaria OMA DM Client for Handheld Devices, and Afaria Backup Manager for Handheld Devices.

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 (under separate Order Form to the Agreement), 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 Enterprise Server including Multi-tenancy, Afaria Channel Test/Dev Server, Afaria Session Mgr for Laptop Management, Afaria Document Mgr for Laptop Management, Afaria Software Mgr for Laptop Management, Afaria Backup Mgr for Laptop Management, and Afaria Patch Mgr for Laptop Management.

8.2.4.2 Use of each non-productive, test and development installation 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 (under separate Order Form to the Agreement), 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.

8.2.7 *DB2 Runtime Database in Certain Sybase Licensing Scenarios*. Notwithstanding anything to the contrary, the Afaria HDM and Afaria LM Software, if licensed hereunder, may require a database product in addition to any runtime database that may be licensed hereunder. The Agreement does not contain a license to use any database product other than one identified in the 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 Software Use Rights document. 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 Agreement on a per user basis, solely to interface with the Software and/or third party software licensed under the Agreement and/or (2) any Licensee owned/licensed mobile applications, solely to interface with the Software and/or third party software licensed under the 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 Software Use Rights document. 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 Agreement on a per user basis, solely to interface with the Software and/or third party software licensed under the Agreement and (2) any Licensee owned/licensed mobile applications, solely to interface with the Software and/or third party software licensed under the 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 Software Use Rights document. Each component comprising the Mobile Platform Runtime Components is subject to the applicable terms stated in the Software Use Rights document. In the event Licensee Uses the Mobile Runtime Platform Components other than as specified in this paragraph, a separate full use license is required.

**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 HANA 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 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 DB 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. Focused Business Solutions.**

10.1 If licensed Software is identified as a Focused Business Solution ("FBS Software"), special support strategy and conditions apply. SAP Support for FBS Software shall be provided in accordance with the applicable SAP Support terms as amended by the then current support strategy and conditions found at http://service.sap.com/fbs/availability (inclusive of any successor site(s) made known by SAP, the "Strategy & Conditions Site").

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

10.2.1 FBS Software requires, as a prerequisite to its Use and installation, a specific version (e.g. release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software"), which is identified on the Strategy & Conditions Site and must be separately licensed and installed by Licensee.

10.2.2 In the future, should SAP elect, in its sole and exclusive discretion, to make new release(s) of FBS Software commercially available as part of SAP Support, such new release(s) may (a) differ functionally, (b) have different supported language(s) and/or (c) have different Base Software requirements from prior FBS Software release(s).

10.2.3 Mainstream and extended maintenance dates for FBS Software are targets, and therefore subject to change by SAP.

10.2.4 Maintenance and extended maintenance for any FBS Software release is contingent upon Licensee remaining subscribed to, and current on, payment for maintenance for the applicable Base Software.

10.2.5. In no event will maintenance or extended maintenance for any FBS Software release be provided following the expiration or termination of mainstream or extended (as applicable) maintenance on the underlying Base Software.

**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.

**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):**

The data ("Data") is provided for Licensee's internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, NAVTEQ and NAVTEQ Suppliers on the other hand.
© 2008 NAVTEQ. All rights reserved.
The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, © Canada Post Corporation, GeoBase© Department of Natural Resources Canada
NAVTEQ holds a non-exclusive license from the United States Postal Service® to publish and sell ZIP+4® information.
©United States Postal Service® 2008. Prices are not established, controlled or approved by the United States Postal Service®. The following trademarks and registrations are owned by the USPS: United States Postal Service, USPS, and ZIP+4.

*Scope of Use*. Licensee agrees to use this Data together with SAP Applications solely for your internal business operations purposes for which Licensee was licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Licensee may copy this Data only as necessary for Licensee's business use to (i) view it, and (ii) save it, provided that Licensee does not remove any copyright notices that appear and do not modify the Data in any way. Licensee agrees not to otherwise reproduce copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form except to your affiliates, for any purpose, except to the extent permitted by mandatory laws. Multi-disc sets may only be transferred or sold as a complete set as provided by SAP and not as a subset thereof.

*Restrictions*. Except where Licensee has been specifically licensed to do so by SAP, and without limiting the preceding paragraph, Licensee may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

*Warning*. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

*No Warranty*. This Data is provided to you "as is," and Licensee agrees to use it at its own risk. NAVTEQ and NAVTEQ SUPPLIERS make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

*Disclaimer of Warranty*: NAVTEQ and NAVTEQ SUPPLIERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

*Disclaimer of Liability*: NAVTEQ and NAVTEQ SUPPLIERS SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENCEE's USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF CLIENT OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to Licensee.

*Government End Users*. If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with these Pass Through Terms, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such Notice:

*Notice of Use*
Contractor (Manufacturer/ Supplier) Name: NAVTEQ
Contractor (Manufacturer/Supplier) Address: 425 W. Randolph Street, Chicago, Illinois 60606
This Data is a commercial item as defined in FAR 2.101 and is subject to these End-User Term under which this Data was provided.
© 2008 NAVTEQ – All rights reserved.

If Data for additional countries is included or distributed in connection with software products of SAP, or if Licensee uses data from relevant countries the following supplier terms/copyright notices shall be included in the End-User Terms as applicable:

| Territory | Notice |
|---|---|
| Australia | "Copyright. Based on data provided under license from PSMA Australia Limited (www.psma.com.au)." |
| Austria | "© Bundesamt für Eich- und Vermessungswesen" |
| Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and/or Ukraine | "© EuroGeographics" |
| France | The following notice must appear on all copies of the Data, and may also appear on packaging: "source: © IGN 2009 – BD TOPO ®" |
| Germany | "Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen" or "Die Grundlagendaten wurden mit Genehmigung der zustaendigen Behoerden entnommen." |
| Great Britain | "Based upon Crown Copyright material." |
| Greece | "Copyright Geomatics Ltd." |
| Hungary | "Copyright © 2003; Top-Map Ltd." |
| Italy | "La Banca Dati Italiana è stata prodotta usando quale riferimento anche cartografia numerica ed al tratto prodotta e fornita dalla Regione Toscana." |
| Norway | "Copyright © 2000; Norwegian Mapping Authority" |
| 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.