

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING MASTER SOFTWARE AGREEMENT WITH PEOPLE SERVICES
CENTER, INC, D/B/A CATCH INTELLIGENCE**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into an agreement for unique or noncompetitive services with People Services Center, Inc, d/b/a Catch Intelligence ("CATCH") for the provision of a Master Software License allowing the County to provide a centralized Portal and tools for reports; and,

WHEREAS, CATCH is the only company known to provide time share license service on the products needed by County to provide the Portal and report tools, thereby saving the County a significant amount of money; and,

WHEREAS, entering into the Master Software Agreement with CATCH, a copy of which is attached, for this unique or noncompetitive service is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the Master Software Agreement with CATCH, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Master Software Agreement with CATCH and any other related documents, the same being approved by the Board.

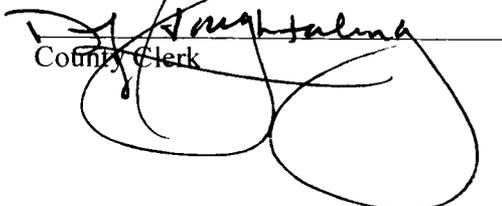
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 17th day of June, 2014.

Attest

SEAL




Sarpy County Board Chairman


County Clerk

MASTER SOFTWARE LICENSE AGREEMENT

THIS MASTER SOFTWARE LICENSE AGREEMENT (the "Agreement") made this 12th day of June, 2014 (the "Effective Date"), by and between People Services Center, Inc., a Nebraska corporation, **d/b/a "Catch Intelligence"** (hereinafter "CATCH"), and Sarpy County, Nebraska ("Licensee").

WHEREAS, CATCH is the owner or licensee of various computer software; and

WHEREAS, Licensee desires to license certain software from CATCH for Licensee's use, all pursuant to the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

1. **Limited License.** Subject to, and in accordance with the terms of this Agreement, CATCH grants to Licensee, and Licensee accepts from CATCH, a limited, non-exclusive, non-transferable license for the software identified on Schedule A, for the term specified on Schedule A, attached hereto and incorporated herein (the "Software"). The License shall be used solely for Licensee's business use on a single server unless otherwise expressly stated on Schedule A. The Software shall be used by Licensee only to process its own data and shall not (except as expressly set forth in Section 4 below), be used for, or on behalf of, others. Any use of the Software inconsistent with the foregoing is strictly prohibited and shall be a breach of this Agreement. To the extent that CATCH provides Licensee with and/or permits Licensee to use any patches, updates, customizations, enhancements, modifications, improvements, add-ons, derivative works, new versions of the Software, and/or any other changes related to the Software, all such changes shall be deemed to be part of the Software and subject to the license granted herein.

2. **Proprietary Rights.** The license does not provide Licensee with title or ownership to the Software, but only a right of limited use granted herein. Licensee acknowledges and agrees that: (a) all right, title, and interest (including all intellectual property rights) in and to the Software, together with its codes, sequences, organization and structure, all customizations, enhancements, modifications, improvements, add-ons, patches, updates, derivative works, and any other changes thereto and relating to the Software, and any documentation, data, or other materials supplied by CATCH to Licensee, is, and at all times shall remain, the exclusive property of CATCH even after delivery of the same to Licensee; (b) the Software, all customizations, enhancements, modifications, improvements, add-ons, patches, updates, derivative works, and any other changes thereto and relating to the Software and any other documentation, data, or other materials supplied by CATCH to Licensee, are confidential and proprietary to CATCH, protected by federal and state laws, and of substantial value to CATCH, and that the use and disclosure of such items must be carefully controlled; and (c) the Software is protected by the copyright laws (and other laws relating to intellectual property). Licensee shall keep the Software and all other property of CATCH free and clear of any and all claims, liens and encumbrances. Licensee shall not, directly or indirectly, or permit others to copy, duplicate, relicense, sublicense, modify, rent or lease, distribute or furnish to others any physical or magnetic version of the Software; create or attempt to create any derivative works from or related to the Software; remove any copyright or other notice contained or included in any material provided by CATCH; create or attempt to create the source code or any part of it from the code licensed under this Agreement; or

reverse engineer, attempt to reverse engineer, decompile or disassemble the Software. Any such unauthorized works relating to the Software created or developed by Licensee, and any intellectual property rights embodied therein, shall be the sole and exclusive property of CATCH, and Licensee agrees to assign all rights in them (including moral rights) to CATCH. To the extent and intellectual property rights embodied therein are not eligible to be transferred by operation of the law, CATCH shall be granted exclusive rights to use to the widest extent lawfully possible. Licensee shall notify CATCH immediately of the unauthorized possession, use, or knowledge of any item supplied to Licensee pursuant to this Agreement. Licensee shall not challenge CATCH's rights in and to the Software, including, but not limited to, the copyrights in the Software. In the event Licensee breaches or attempts to breach any of the provisions of this paragraph or this Agreement, CATCH shall have the right, in addition to such other remedies that may be available, to injunctive relief enjoining such breach or attempt to breach, Licensee hereby acknowledging the inadequacy of any remedy at law. The provisions of this paragraph 2 shall survive termination of this Agreement.

3. **Sublicense of Business Objects Software.** The Software may incorporate certain proprietary software of Business Objects licensed by CATCH from Business Objects (the "Business Objects Edge Software"). If so indicated on Schedule A, CATCH sublicenses the Business Objects Edge Software to Licensee pursuant to the following terms and conditions:

- a. Licensee is only granted a limited, non-exclusive license to use the Business Objects Edge Software and related documentation and/or materials ("Business Objects Products") solely as part of the bundled Software and pursuant to the terms of this Agreement;
- b. Licensee hereby agrees to and accepts the terms and conditions of the Business Objects Software Use Rights that are attached hereto as Schedule I ("Software Use Rights"). In the event of any inconsistencies between the terms of this Agreement and the Software Use Rights, the terms of the Software Use Rights shall control as to any matter involving the Business Objects Edge Software.
- c. Licensee is not permitted to modify, adapt, enhance, disassemble, reverse engineer or decompile, nor otherwise create or attempt to create the source code from the object code of the Business Objects Software, localize or translate the Business Objects Products or otherwise make derivative works of the Business Objects Products. Any such unauthorized works developed by Licensee, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of Business Objects, and Licensee agrees to assign all rights in them (including moral rights) to Business Objects. To the extent, Intellectual Property Rights embodied therein are not eligible to be transferred by operation of the law, Business Objects shall be granted exclusive rights to use to the widest extent lawfully possible.
- d. Licensee agrees and acknowledges that this Agreement does not impose any obligations or liabilities on Business Objects and Business Objects is not granting any warranties or representations relating to the Business Objects Products as part of this Agreement.

4. **ASP.** Subject to the terms hereof, if so indicated on Schedule A, CATCH grants Licensee a non-exclusive, non-transferable, worldwide (except where prohibited by law), limited license to use the Software to provide "ASP Services" solely in connection with the use of the Software by Licensee. For purposes hereof, "ASP Services" shall mean all application service

provider services that are provided to end-user customers of Licensee, granting remote access via a private network, Virtual Private Network ("VPN") and/or the internet, and providing administration, installation, redundancy, backup and technical support services as they apply to the deployment and management of the Software.

5. **Fees and Amounts.** Licensee shall pay to CATCH the fees and amounts as outlined in Schedule A.

6. **Support Services and Custom Programming.** Charges for conversion assistance, custom programming or other technical support requested by Licensee shall be invoiced by CATCH to Licensee at CATCH's then-current hourly rates. CATCH's current hourly rate for these services is \$155 per hour. CATCH and Licensee shall enter into a Client Services Agreement and all services shall be agreed upon pursuant to a Statement of Work, subject to the terms and conditions of the Client Services Agreement and applicable Statement of Work. Unless otherwise expressly stated in the applicable Statement of Work, CATCH shall have all right, title, and interest in and to any works created thereunder and such works shall not be deemed to be works made for hire. The parties agree and acknowledge that all of Licensee's rights relating to the Software are addressed in this Agreement and in no case whatsoever shall the Client Services Agreement or any Statement of Work purport to grant any additional right, title, or interest in and to the Software to Licensee.

7. **Termination.** Either party may terminate this Agreement if the other party is in material breach of this Agreement, provided that the party in breach fails to cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party. Furthermore, either party may, at its sole option and discretion, terminate this Agreement in the event either party becomes insolvent, files bankruptcy, or makes an assignment for the benefit of creditors. Upon termination for any reason: (a) all rights granted to Licensee under this License Agreement shall cease; and (b) Licensee shall within fifteen (15) days of termination, return to CATCH the Software, and the Business Objects Edge Software (if applicable), including any and all copies maintained by Licensee, together with any other items supplied by CATCH to Licensee pursuant to this Agreement. Termination of this Agreement is in addition to any other remedies available at law or in equity, and no remedy shall be exclusive but each shall be cumulative with all other remedies available.

8. **Limited Warranty.** CATCH warrants that it has the power and authority to grant the license to Licensee hereunder. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, THE SOFTWARE IS LICENSED "AS IS," AND CATCH DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Limitation of Remedy and Liability.** Licensee represents that it accepts sole and complete responsibility for: (a) the selection of the Software to achieve Licensee's intended results; (b) use of the Software; and (c) the results obtained from the Software. Licensee shall not assert any claims against CATCH based upon theories of negligence, gross negligence, strict liability, fraud, or misrepresentation, and Licensee shall defend CATCH from any demand or claim, and indemnify and hold CATCH harmless from any and all losses, costs, expenses, or damages, including reasonable attorneys' fees, resulting from Licensee's use of the Software. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CATCH OR ITS SUPPLIERS/LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS,

BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER BASED UPON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND EVEN IF CATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, under no circumstances shall CATCH be liable for any loss, costs, expenses, or damages to Licensee in an amount exceeding the amounts actually paid to CATCH by Licensee for the specific Software at issue.

10. **Audit.** CATCH shall have the right, on at least two (2) days' prior notice to Licensee, to conduct a software audit during Licensee's normal business hours to verify Licensee's use of the Software and any other software or services licensed by CATCH to Licensee, compliance with the terms of this License Agreement and the payments made to CATCH hereunder.

11. **Confidentiality.** Licensee shall keep the Software and any other material provided by CATCH hereunder, confidential by treating the Software and related material with at least the same degree of care Licensee treats its own confidential information, and in any event at least using reasonable care. All confidential information shall be returned upon the termination of this Agreement.

12. **Compliance with Laws.** Licensee shall use the Software in accordance with any and all applicable local, state, and federal laws.

13. **Invoices.** Invoices will be submitted by CATCH on a regular basis. In addition, any out-of-pocket expenses (travel, transportation, lodging and meals, if applicable), will be billed at actual cost. Travel time (if applicable), will be billed at CATCH's normal hourly rate. Payment is due within ten (10) days. Late payments will be assessed interest at a rate of one and one-third percent (1-1/3%) per month.

14. **Taxes.** The parties understand that the fees do not include any sales, use or similar taxes or charges that may be levied in connection with the performance hereunder. The parties further agree that responsibility for all such taxes and charges (other than those based on CATCH's net income) shall rest solely with Licensee (and may be added to invoices delivered hereunder). Licensee shall in any event reimburse CATCH for any such taxes or charges.

15. **Utilizing CATCH Consultants.** During the time that any licenses are in effect between CATCH and Licensee, and/or during the time services are being performed by CATCH for the benefit of Licensee, and for a period of twelve (12) months thereafter, in the event Licensee directly or indirectly hires, contracts with, or otherwise utilizes the services of any CATCH consultant, employee, agent or representative who was engaged in performance hereunder, Licensee agrees to pay CATCH a fee equal to one hundred percent (100%) of the last annualized salary of said person. Such fee will be payable within thirty (30) days following the date such person is hired or utilized by the Licensee.

16. **Entire Agreement of the Parties/Amendment.** This Agreement (together with the attached schedules), contains the entire agreement and understanding of the parties regarding the subject matter hereof, and supersedes any and all previous agreements and negotiations, whether oral or written, between the parties hereto with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, or promises, orally or otherwise, have been made by any party, that is not embodied herein. No additional or different terms or conditions, including but not limited to any terms or conditions set

forth in any purchase order or invoice issued by either party hereto, shall be binding on either party hereto. Any modification of this Agreement will be effective only if it is in writing and signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms of a schedule, the terms of the schedule shall control. Without limiting the forgoing, the parties further expressly agree that any services agreement and/or statements of work that the parties may enter into for additional services related to the Software is not intended to and shall not affect the proprietary rights of the Software as provided herein. In the event of a conflict between the terms of this Agreement and the terms of any services agreement and/or any statement of work between the parties, the terms of this Agreement shall control.

17. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. **Governing Law/Limitation.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Nebraska. No cause of action which accrued more than two (2) years prior to the filing of a lawsuit alleging such cause of action may be asserted against either party.

19. **Successors.** This Agreement shall inure to the benefit of, and be binding upon, Licensee and CATCH, along with their successors and permitted assigns.

20. **Assignment.** Licensee may not assign this Agreement without the prior written consent of CATCH, which consent may be withheld in CATCH's sole discretion.

21. **Non-Waiver.** The failure by either party to strictly enforce any provision of this Agreement shall not be deemed to be a waiver of such provision (or of any other provision of this Agreement), nor shall such failure be deemed to be a waiver of any subsequent breach of such provision (or any other provision of this Agreement). No waiver of any provision of this Agreement shall be binding upon any party unless it is in writing and executed by both parties.

22. **Jurisdiction and Venue/Jury Trial Waiver.** Any litigation involving any dispute or claim, whether legal or equitable, which relates to or arises out of the subject matter of this Agreement shall be brought exclusively in the appropriate state or federal courts located in Omaha, Douglas County, Nebraska. The parties hereby submit to the jurisdiction of said courts and waive any and all challenges to jurisdiction and venue in such courts based on lack of jurisdiction or inconvenient or improper venue. **The parties hereby waive any right to a trial by jury in any action or proceeding to enforce or defend any right under this Agreement.**

23. **Notice.** Any notice that either party desires to give to the other party pursuant to the terms of this Agreement shall be in writing and delivered to the other party. All notices shall be deemed received when: (i) delivered personally; or (ii) on the next regular business day, when sent by a reputable overnight carrier, freight prepaid.

24. **Force Majeure.** Any failure or delay by either party in performing its obligations under this Agreement shall be excused if and to the extent that such failure or delay is due to causes beyond its reasonable control, including, without limitation, Acts of God, governmental acts or omissions, labor strikes, lockouts or other disturbances, war, riot or difficulties in procuring labor or materials.

25. **Relationship of Parties.** The relationship between the parties to this Agreement is that of independent contractors, and nothing herein shall be construed to create an employment, agency, partnership, joint venture or other similar relationship between the parties. Unless specifically authorized to do so in a separate writing, neither party shall have the power to act on behalf of the other party or to bind such other party in any manner whatsoever.

26. **Facsimile/Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. A document signed and transmitted by facsimile or emailed as a PDF file shall be treated as an original and shall have the same binding effect as an original signature of an original document.

27. **Schedules.** The schedules attached to this agreement include "A", "B", "C" and "I". Schedules "D", "E", "F", "G" and "H" are intentionally left out of this agreement and any reference thereto shall be disregarded.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative on the date set forth above.

Sarpy County ("Licensee")

People Services Center, Inc.
d/b/a "Catch Intelligence" ("CATCH")



Signature



Signature

Jim Thompson

Printed Name

Mark Flwersch

Printed Name

Chairman, County Board

Title

President

Title

6-17-14

Date

6/12/2014

Date

Schedule A

Check all applicable boxes:

I. A. Licensed Software:

C3D BI Suite - See attached Schedule B

B. Sublicensed Software:

Business Objects Software - See attached Schedule I

II. Term: 5 years; successive 1 year periods thereafter unless either party provides written notice to the other party at least thirty (30) days in advance of the initial or any renewal term.

III. ASP Sublicense Yes No
See attached Schedule C

IV. Fee / Amounts / Payment:

Annual - \$20, 263.00 due on each June 24th.

Schedule B

C3D BI Suite software comes with the following software bundle.

The CATCH C3D BI Suite software bundle incorporates all the functionality we demonstrated including the BI Portal, Crystal Reports, Ad hoc, and Dashboard functionality. Consulting services are not included in this quote and will be covered in a separate Statement of Work or Work Order.

Components included:

- 5 CAL and 5 NU BO Licenses including the Business Objects Platform
- Additional components included in this bundle:
 - Crystal Reports delivery and management
 - Dashboarding delivery and management
 - Self service ad hoc and analysis tool
 - LiveOffice
 - BI Widgets
 - Data Exploration
 - Scheduling, publishing, bursting
- 5 Crystal Reports Developer licenses
- 1 Dashboard Design License
- 5 NU Test/Dev System
- BI Portal .NET Application user interface and administration tools
- Base Portal Software customization
- Maintenance to gain access to up updates and new releases
- Technical Support

Schedule C - ASP ADDENDUM TO “C3D” PORTAL
SOFTWARE LICENSE AGREEMENT

This ASP Addendum to C3D BI Suite Software License Agreement (the “Schedule B”) is made and entered into in conjunction with the License Agreement and between People Services Center, Inc. (“PSC”) and (“Licensee”).

RECITALS

A. Licensee desires to use the C3D BI Suite software to provide application service provider services to its customers, agents, and other users authorized by PSC in relation to Licensee’s business, but the Agreement does not address or permit Licensee to use the C3D BI Suite for application service provider services.

B. Pursuant to the terms of this Addendum, PSC desires to grant Licensee a license to use the C3D BI Suite to provide application service provider services to Licensee’s customers.

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

a. Unless otherwise defined herein, capitalized terms used in this Addendum shall have the same meaning as those used in the Agreement.

b. “ASP Services” shall mean all application service provider services that are provided to end-user customers, agents, and other users authorized by Licensee in relation to Licensee’s business utilizing licenses of the C3D BI Suite, including granting remote access to C3D BI Suite via a private network, Virtual Private Network (“VPN”) and/or the internet, and providing administration, installation, redundancy, backup and technical support services as they apply to the deployment and management of C3D BI Suite.

2. ASP License. Subject to the terms of the Agreement and this Addendum, PSC hereby grants Licensee a nonexclusive, nontransferable, worldwide (except where prohibited by law), limited license to use the C3D BI Suite (and all software bundled and incorporated therewith) to provide ASP Services solely in connection with the use of the C3D BI Suite (the “ASP License”).



Schedule I
Software Use Rights

Note: CATCH cannot change these SAP / BusinessObjects Use Rights

SAP Software Use Rights

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PREAMBLE

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

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; 7) "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities; and 8) "Order Form" shall mean the order document for the Named Users and Packages licensed under the Agreement, including order documents placed directly with SAP or through an authorized reseller, distributor, OEM or other authorized partner of SAP. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

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 an Expert User, Business Analytics Professional User, BI Limited User, or Business Information User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

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

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

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

1.3. **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. "Standalone Use" means the Software (and any corresponding Third Party Software) may not be Used in any manner whatsoever, with 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.

For avoidance of doubt, all Software licensed by an SAP acquired entity prior to its legal integration with a successive SAP entity is deemed licensed for Standalone Use only.

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

2. METRICS

2.1 Named User Principles and Metrics

- 2.1.1 **Named User Principles.** Except as otherwise specifically provided in Sections 1.3.2 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.

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

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

2.2 **Package Principles and Metrics**

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

- 2.2.2 **Package Metrics – Types and Corresponding Definitions.**

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

3. **PACKAGE SPECIFIC TERMS / USE RULES**

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

- 3.2 **Applicability.** This Section 3.2 applies to any 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

Mid Market solutions for Business Intelligence	Use Rights that do not require a Named User license
BA&T SAP BusinessObjects BI, Edge edition (user)	View (i.e. refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data integration (user)	View (i.e. refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data management (user)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data integration (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data management (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data integration NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data management NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition Publishing Add-On	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.

Exhibit 2 - Named User Metrics and Package Metrics

SAP APPLICATIONS

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 Employee Self-Service User.

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

SAP Application Employee Self-Service Core User is a Named User authorized to perform the following HR self-services roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) employee records maintenance, (ii) employee directory, (iii) benefits and payment, and (iv) leave management. Further, an SAP Employee Self-Service 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 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.

Exhibit 3 - Package Restrictions

1. SAP BusinessObjects

1.1 *SAP BusinessObjects solutions for SME*

1.1.1 *SAP BusinessObjects BI, Edge edition and Edge edition with data integration and Edge edition with data management (Edge BI)*

Each deployment of Edge BI is limited to a single server. 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. Edge BI includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data.

1.1.2 *SAP BusinessObjects BI, Edge edition with data management*

SAP Data Services, Edge edition 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 6 Cores. SAP Data Services, Edge edition 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 data store.

1.1.3 *SAP BusinessObjects BI, Edge edition with data integration*

SAP Data Integrator, Edge edition 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 6 Cores. SAP Data Integrator, Edge edition 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 data store. When SAP Data Integrator, Edge edition is used with SAP Rapid Marts, Edge edition, it may be deployed on a server with up to 10 Cores.

1.1.4 *SAP Data Services, Edge edition, Information Steward, Edge edition, Data Integrator, Edge edition and Data Quality Management, Edge edition (Edge EIM Solutions)*

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Services, Edge edition may be installed and Used. Data Services, Edge edition and Data Quality Management, Edge edition include a restricted runtime license of SAP Information Steward, Edge edition as Runtime Software. Use of such SAP Information Steward, Edge edition Runtime Software is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities. Address and Geocoding directories are **not** included in any of the Edge EIM Solutions and must be licensed separately. Each deployment of any of the Edge EIM Solutions is limited to a single server, with a minimum of 4 Cores and a maximum of 8 Cores. 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.

1.1.5 *SAP Rapid Marts, Edge edition*

When licensing the SAP Rapid Marts, Edge edition Product, a license for SAP BusinessObjects BI, Edge edition with Data Integration or SAP BusinessObjects BI, Edge edition with Data Management must also be obtained. SAP Rapid Marts, Edge edition 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 8 Cores. SAP Rapid Marts, Edge edition can only be used in conjunction with SAP BusinessObjects Edge BI. Copying one SAP Rapid Marts, Edge edition license and then deploying it to other instances is prohibited. Each SAP Rapid Mart, Edge edition includes the related Application Interface license

1.1.2 *SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK")*

BI SDK requires SAP BusinessObjects BI version 4.1 SP2 or later.

Semantic Data Transfer and Persistence. This Section describes certain limitations to the transfer of semantic data, and the persistence of semantic data being transferred, from the BI SDK.

- a. Any resolution of a BusinessObjects Universe query, with the limited exception of caching, must connect to a BusinessObjects Universe at runtime. A temporary cache is permitted for the sole purpose of improving the query performance of the Semantic Layer Web Service SDK implementation if the application does so temporarily, securely, and in a manner that does not permit use of the data or metadata outside of the application directly connecting to the Semantic Layer Web Services SDK.

- b. In enabling support for universes, use of the BI SDK interfaces is prohibited for any of the following purposes: (i) to crawl or index the BI SDK (or any data or metadata contained therein or managed thereby), (ii) the mass data and/or metadata extraction from the BI SDK to another product to create a new system of record for such data or metadata, or (iii) bypass or circumvent SAP's license restrictions or provide customers with access to the SAP BusinessObjects Universe Consumption for which such customers are not licensed.
- c. Subject to Section (b) above, a user may develop and use any of the BI SDK interfaces for the purpose of extracting and caching SAP Semantic Product data or metadata.

The user agrees that any product or solution using data retrieved from the BI SDK must open and maintain a valid SAP BusinessObjects BI session when connecting to the BI SDK and when connecting to a cache of the results from the BI SDK, similar to as if the user product had connected directly to the BI SDK. APIs that enable third party products to open and close a BI session are available in SAP's BI Platform SDK.

2. SAP Crystal

2.1 Use Rights for All SAP Crystal Products

2.1.1 Definitions

- 2.1.1.1 "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.
- 2.1.1.2 "Desktop SAP Crystal software" is defined to be all SAP Crystal products except for SAP Crystal Server and SAP Crystal Reports Server.
- 2.1.1.3 "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)).
- 2.1.1.4 "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)).
- 2.1.2 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 Use 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.
- 2.1.4 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.
- 2.1.5 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.

2.2 SAP Crystal Reports runtime product

- 2.2.1 **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.
- 2.2.2 **Definitions**
- 2.2.2.1 "*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.
- 2.2.2.2 "*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.
- 2.2.2.3 "*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.
- 2.2.2.4 "*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.
- 2.2.2.5 "*Server Application*" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than one user to Use the Runtime Product through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client Application installed in a Windows terminal server environment (e.g. Citrix or Microsoft Remote Desktop Platform) is a Server Application.
- 2.2.3 **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.
- 2.2.4 **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.
- 2.2.5 **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.
- 2.2.6 **Distribution of Server Applications.** Subject to Licensee's compliance with all of the terms herein, including without limitation section 6.2.7, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that the Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports.
- 2.2.7 **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;
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2.3 SAP Crystal Dashboard Design, departmental edition.

- 2.3.1 **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.

- 2.3.2 **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.

- 2.3.3 **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).

2.4 SAP Crystal Dashboard Design, personal edition

- 2.4.1 **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.

- 2.4.2 **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).

2.5 SAP Crystal Presentation Design

- 2.5.1 **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.

- 2.5.2 **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.

2.6 SAP Crystal Server

- 2.6.1 **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.

- 2.6.2 **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.

2.6.3 **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. Licensee may Use SAP Crystal Server's mobile features or functionalities only if a license for SAP Crystal Server, Add-On for Mobile Solutions is acquired for each Named User that is accessing content through a mobile device.

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

SAP Crystal Server includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data.

2.6.4 **SAP Crystal Server, Add-On for Mobile Solutions.** Licensee may Use SAP Crystal Server's mobile features or functionalities only if a license for SAP Crystal Server, Add-On for Mobile Solutions is acquired for each Named User that is accessing content through a mobile device. The number of NUL license of SAP Crystal Server, Add-On for Mobile Solutions cannot exceed the number of SAP Crystal Server NUL licenses. SAP Crystal Server, Add-On for Mobile Solutions may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement.

2.6.5 **SAP Crystal Server, analytics edition** has a maximum limit of 100 named users and 250 concurrent sessions on a single server. The license includes the following Runtime Software: (i) Sybase IQ, which may be deployed either on the same server as Crystal Server, or on a separate server up to a maximum of 16 cores and (ii) Data Integrator, Edge edition, which may be deployed on the same server as Crystal Server, or a separate server up to a maximum of 6 Cores, and (iii) one (1) User license of SAP Sybase PowerDesigner DataArchitect/DM.

Use of the Runtime Software is limited to the following: Data Integrator, Edge edition (i) does not include Text Data Processing and (ii) can connect to and leverage any existing CMS repositories residing on a separate server in the customer's landscape and can only be used to load data into the included Sybase IQ, from any number of SAP data sources, and up to two database types under the database interfaces.

Use of Sybase IQ Runtime Software is limited to access by and through SAP Crystal Server.

SAP Crystal Server, analytics edition includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data.

2.7 Xcelsius Engage Server

2.7.1 **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.

2.7.2 **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).

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