



PRODUCT SPECIFIC LICENSE TERMS (“PSLT”)

SAP Mobile Applications and Mobile Platform (the “Program(s)”)

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SYBASE LICENSE AGREEMENT, THE FOLLOWING ADDITIONAL OR DIFFERENT RIGHTS AND ACCOMPANYING OBLIGATIONS AND RESTRICTIONS SHALL APPLY TO THE PROGRAMS (ALSO REFERRED TO IN THIS PSLT AS “SOFTWARE”) FOR WHICH YOU HAVE PURCHASED A LICENSE.

THE PROGRAMS IDENTIFIED IN THIS PSLT ARE PROVIDED FOR STANDALONE USE (SEE BELOW).

The Programs may contain or be provided with component software products from third parties. Except as set forth below, use of all components of a Program is limited to use in the same manner and capacity for which the Programs as a whole are licensed.

On the Sybase Exhibit A, the license types for the Programs identified in this PSLT are marked as Other (OT).

I. Definitions.

Application Connection. An “Application Connection” is a single licensed SUP & Afaria HDM User accessing a single Application. An “Application” is a set of related functionality developed using SUP or a single mobile application (limited to those mobile applications that are (i) separately licensed from Sybase by Customer and (ii) prescribed for Use with SUP, if any).

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 Product. It does not matter how many individuals are working concurrently with the software. There is no limit on number of processors or servers used.

Consumer. A consumer is a natural person or a group of persons (e.g. household) that has any kind of business relationship with a company.

Package. The object code version of the Software product(s) listed in the Order, as well as any and all Updates and authorized copies. Although the Package media may contain other software products, Customer is licensed to Use only the designated Package.

Package License. A Package License for any Package referenced in Exhibit A shall include, and be subject to, the specific terms/Use rules applicable to such Package as outlined in the Agreement, an Exhibit A, this PSLT and any associated Addendum.

SAP NetWeaver Gateway User. An 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.

Standalone Use. Standalone Use means the 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.

II. SAP Enterprise Integrations for Mobile Apps Software.

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:

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

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 Customer's Usage of the licensed Enterprise Integrations for Mobile App. In addition to fulfilling the underlying 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.

SAP Enterprise Integration for Citizen Connect Mobile App. In addition to fulfilling the underlying 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.

SAP Mobile Platform. Each SAP Mobile Platform User license is comprised of one (1) Sybase Unwired Platform (SUP) & Afaria Handheld Device Management (Afaria HDM) User license. Each Software component comprising the SAP Mobile Platform is subject to the applicable terms stated in the Agreement and the applicable Products Specific License Terms for such product. 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 Customer 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 Customer 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.

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 Software component comprising the SAP Mobile Platform for Consumers is subject to the terms stated in the Agreement and the Product Specific License Terms. 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 Customer 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 Customer 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. Customer 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 a 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.

SAP Mobile Platform Limited Runtime License. Customer 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 Customer’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>. Customer’s Use of SAP NetWeaver Gateway as a Mobile Platform Runtime Component is solely via interface to SUP. Customer must license the necessary Users / Named Users for its Use of the licensed Software. Each component comprising the Mobile Platform Runtime Components is subject to the terms stated in the Agreement and the Product Specific License Terms. In the event Customer Uses the Mobile Runtime Platform Components other than as specified in this paragraph, a separate full use license is required.

III. Package Restrictions for Sybase Products

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.

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.

Sybase Afaria Handheld Device Management (Afaria HDM) and/or Sybase Unwired Platform (SUP) & Afaria Handheld Device Management (Afaria HDM)

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.

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.

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 a Named User (under separate Order Form to the Agreement), and such individual’s Use of Afaria HDM shall be subject to such individual’s Named User type and the applicable License Level for Afaria HDM or SUP & Afaria HDM.

IV. Free Download Components. The Sybase Programs, including any Developer Components and Restricted Use Components provided with it, may include certain third party open source and other free download components (“Free Download Components”). You may have additional rights in the Free Download Components that are provided by the third party licensors of those components. The Free Download Components and any such third party licenses and third party-required notices for the Program are identified at <http://www.sybase.com/thirdpartylegal> (third party licenses and notices for Free Download Components included as part of the Developer Components and Restricted Use Components are identified under the names of those products). Any obligations undertaken by Sybase in the Agreement relating to the Free

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