



PRODUCT SPECIFIC LICENSE TERMS

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 (“PACKAGES”) FOR WHICH YOU HAVE PURCHASED A LICENSE.

1.1 Summary of SAP HANA License Models and Definitions:

“SAP HANA Unit” – The license type for SAP HANA shown on the Exhibit A is (OT) “other”. Each OT license permits use of SAP HANA on 64 GB of memory. Use of SAP HANA on more than 64 GB of memory requires the purchase of additional licenses – each allowing for 63 GB of memory.

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.

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

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

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 SAP HANA PSLT and any associated Addendum.

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

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

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

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

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

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

“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.

2.SAP HANA DATABASE USAGE RESTERCTIONS

2.1 Notwithstanding anything to the contrary, customers and other licensees (hereinafter collectively referred to as “Licensees” are prohibited from directly or indirectly Using the licensed HANA Software with any database product other than those specifically contemplated under (a) and (b) and (c) and (d) of this Section (collectively, the “Database Usage Restriction”):

(a) Licensee may Use (i) an IBM database product licensed (if any) with the licensed HANA Software provided such Use is in accord with the terms of this Appendix and/or (ii) any IBM database product not licensed under this Appendix with the licensed HANA Software provided Licensee has separately and first secured an appropriate license, from an authorized third party, to use such IBM database product with the licensed HANA Software, and Licensee’s use of such IBM database product with the licensed HANA Software is in accordance with such IBM database license and the licensed HANA Software supports such IBM database product;

(b) Licensee may Use a Microsoft database product with the licensed HANA Software (excluding Replication Server) provided Licensee (i) has separately and first secured an appropriate license, from an authorized third party, to use such Microsoft database product with the licensed HANA Software (excluding Replication Server), and Licensee's use of such Microsoft database product with the licensed HANA Software (excluding Replication Server) is in accordance with such Microsoft database license and (ii) the licensed HANA Software (excluding Replication Server) supports such Microsoft database product;

(c) Licensee may Use an SAP MaxDB database product licensed (if any) with the licensed HANA Software (excluding Replication Server) provided such Use is in accord with the terms of this Appendix;

(d) Licensee may Use an Oracle database product with the licensed HANA Software (excluding Replication Server) provided Licensee (i) has separately and first secured an appropriate license, from an authorized third party, to use such Oracle database product with the licensed HANA Software (excluding Replication Server), and Licensee's use of such Oracle database product with the licensed HANA Software (excluding Replication Server) is in accordance with such Oracle database license and (ii) the licensed HANA Software (excluding Replication Server) supports such Oracle database product; and

2.2 Licensee Indemnity

Licensee agrees to indemnify Sybase, its parent SAP AG, and their collective subsidiaries, against any and all claims and/or damages of any kind or nature that arise from or are otherwise related to an actual or alleged breach of the foregoing Database Usage Restrictions by Licensee or any of its Subsidiaries / Affiliates.

3.SAP HANA NONSTANDALONE AND STANDALONE USAGE

3.1 Where SAP HANA Is Not Contractually Restricted to Standalone Use

3.1.1 SAP HANA, Platform Edition. SAP HANA Platform may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level.

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

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

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

- 3.1.3.1 *If an individual is Using licensed SAP HANA Software with a specific application that is licensed Software or Third Party Software and requires an SAP Named User license, then the SAP Named User license granting such individual the right to Use such specific application shall also fulfill the SAP Named User license requirement for Use of the licensed SAP HANA Software solely with such specific application, and such individual's Use of the licensed SAP HANA Software with such specific application shall be in accordance with the respective SAP Named User license.*
- 3.1.3.2 *If an individual is Using licensed SAP HANA Software with a specific application that is licensed Software or Third Party Software and does not require an SAP Named User license, then Use of the licensed SAP HANA Software solely with such specific application shall not require an SAP Named User license.*
- 3.1.3.3 *If an individual is Using licensed SAP HANA Software with Non-SAP Applications, then such individual must be licensed as an SAP Application HANA Administrator Use or an SAP Application HANA Viewer User, and such individual's Use of the licensed SAP HANA Software solely with such Non-SAP Applications shall be in accordance with the respective SAP Named User license.*
- 3.1.3.4 *Notwithstanding the foregoing, an SAP Named User license will not be required solely where (i) data is exported directly out of the licensed SAP HANA Extended Enterprise into Non-SAP Applications in an asynchronous, non-real-time manner and (ii) the use of such exported data in such Non-SAP Applications does not result in any updates to and/or trigger any processing capabilities of any licensed Software or Third Party Software. Notwithstanding anything to the contrary, if a runtime database is licensed for Use with the licensed SAP HANA Extended Enterprise Software, then Use of such runtime database to support the export of data from the licensed SAP HANA Enterprise Software in accordance with the immediately preceding sentence shall be limited to standard APIs provided with such runtime database.*

3.2 **Where SAP HANA Software Is Contractually Restricted to Standalone Use**

- 3.2.1 Standalone Use of HANA Platform. SAP HANA Platform may be Used with an unlimited number of Data Sources, such Use being subject to the Standalone Use restriction and the applicable Licensed Level.
- 3.2.2 Standalone Use of HANA Enterprise. SAP HANA Enterprise may be Used with an unlimited number of Data Sources, such Use being subject to the Standalone Use restriction and the applicable Licensed Level. SAP HANA Enterprise currently includes a runtime license of SAP Business Objects Data Integrator (“DI”) and SAP System Landscape Transformation (“SLT”), and Standalone Use of such runtime products shall be limited solely to extracting data from Data Sources into HANA.
- 3.2.3 Standalone Use of HANA Extended Enterprise. SAP HANA Extended Enterprise may be Used with an unlimited number of Data Sources, such Use being subject to the Standalone Use restriction and the applicable Licensed Level. SAP HANA Extended Enterprise currently includes a runtime license of SAP Business Objects Data Integrator (“DI”), SAP System Landscape Transformation (“SLT”), Sybase Replication Server (“SRS”), Sybase SQL Anywhere database (“SQL”) and Sybase Adaptive Server Enterprise (“ASE”), and Standalone Use of such runtime products shall be limited solely to (i) in the case of DI, SLT and SRS, extracting data from Data

Sources into SAP HANA, (ii) in the case of SQL, serving as the database repository for SRS and (iii) in the case of ASE, serving as the database repository for DI and/or SRS (with respect to SRS, Licensee may elect, in its discretion, to Use ASE rather than SQL). Notwithstanding anything to the contrary, Licensee may not use SRS to directly or indirectly extract data from any Microsoft, Oracle, IBM Informix, IBM DB2 for z/OS, ASE, and/or MaxDB database product.

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

- 3.3.1 If an individual is Using licensed SAP HANA Software that is contractually restricted to Standalone Use with a specific application that is licensed Software or Third Party Software (also contractually restricted for Standalone Use) and requires an SAP Named User license, then the SAP Named User license granting such individual the right to Use such specific application shall also fulfill the SAP Named User license requirement for Use of the licensed SAP HANA Software solely with such specific application, and such individual's Use of the licensed SAP HANA Software with such specific application shall be in accordance with the respective SAP Named User license.
- 3.3.2 If an individual is Using licensed SAP HANA Software that is contractually restricted to Standalone Use with (i) a specific application that is licensed Software or Third Party Software (also contractually restricted for Standalone Use) and does not require an SAP Named User license and/or (ii) Non-SAP Applications (subject to the contractual Standalone Use restriction), then such individual must be licensed as an SAP Application Standalone HANA Administrator User or an SAP Application Standalone HANA Viewer User, and such individual's Use of the licensed SAP HANA Software solely with such application(s) shall be in accordance with the respective SAP Named User license.
- 3.3.3 Notwithstanding the foregoing, an SAP Named User license will not be required solely where (i) data is exported directly out of the licensed HANA Extended Enterprise Software into Non-SAP Applications in an asynchronous, non-real-time manner and (ii) the use of such exported data in such Non-SAP Applications does not result in any updates to and/or trigger any processing capabilities of any licensed Software or Third Party Software.
- 3.4 The Sybase runtime components included with HANA Extended Enterprise licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to <http://www.sybase.com/thirdpartylegal> for certain notices relating to the Free Download Components.