



## PRODUCT SPECIFIC LICENSE TERMS

### SAP Business Objects Programs

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.

THE FOLLOWING PROGRAMS ARE PROVIDED BY SYBASE ON A STANDALONE BASIS. **The Programs ("Packages") may contain or be provided with component software products from third parties. Except as set forth below, use of all components is limited to use in the same manner and capacity for which the Programs as a whole are licensed.**

#### **SAP Business Objects License Models**

On the Sybase Exhibit A, the Sybase Business Objects license types are marked as Other (OT) for these products. The name of the product will indicate the license type that is used for that catalog number.

#### **Summary of SAP Business Objects License Models:**

**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.

**SAP Application Business Expert User** is a Named User authorized to perform all roles supported by SBOP (excluding modifying SBOP) and also includes the rights granted under the SAP Application 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 the licensed Software, and reports created through Use of the licensed Software by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals. Each SAP Application Business Information User also includes the rights granted under the SAP Application Employee User.

**SAP Application Business Analyst User** is a Named User authorized to perform all roles supported by SBOP (excluding modifying SBOP) licensed for Standalone Use\* and also includes the rights granted the SAP Application Business Information Viewer User.

**SAP Application BI Viewer User** is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with, and reports created by a licensed SAP Application Business Analyst User through Use of, SBOP licensed for Standalone Use\*.

(\* Standalone Use is when certain SAP BusinessObjects Software and third party software products are licensed, and the license restricts such SAP BusinessObjects Software and third party software from being utilized or interfaced with SAP Business Suite & NetWeaver Software products (and third party software products licensed for use with such SAP Business Suite & NetWeaver Software products) licensed by the same customer. Actual license restriction will be set forth in each customer's software license agreement.)

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

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

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

**Counting CPU Licenses.** The SAP BusinessObjects products follow SAP rules for counting CPU licenses as illustrated by the following examples:

Assume you have 1 machine with 2 quad-core chips. Under SAP rules count one (1) for the first core and one-half (0.5) for each subsequent core. In the example that would be  $1 + (7 \times .5) = 4.5$  which is rounded up to 5. If there were 2 such machines, under SAP rules the total would be  $1 + (15 \times .5) = 8.5$  which is rounded up to 9.

**Deployment** is defined as a single installation of no more than one of the following Software modules or files: Repository, Security Domain, Central Management Server (“CMS”), CMS Cluster, or Crystal Reports Runtime Engine.

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

### **Package**

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 Business Objects PSLT and any associated Addendum.

**Server** is defined as a physical computer, case, box or blade that houses the CPUs running the software product. Under Server licensing, multiple virtual machines on the same physical box are allowed and do not require additional licenses.

### **“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.

**Type License.** When Software or Third Party Software is licensed by Type, the Software or Third Party Software may only be used in conjunction with an unlimited number of connections to a single, specified database or application.

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

applicable Package License for the SBOP Exhibit 1 Software.

## **SAP BusinessObjects**

### **1. SAP® BusinessObjects™ Enterprise**

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

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

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

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

2. **SAP BusinessObjects BI Starter Package.** The licensing of the SAP Business Objects BI starter package is restricted to maximum of 100 users maximum on a single server.
3. **Crystal Reports Professional and Developer**
  - 3.1. *Designer Tools.* The Crystal Reports report design application and utilities installed by the Crystal Reports setup program ("Designer Tools") are licensed on a NUL basis. Each copy of Crystal Reports Professional, Crystal Reports Developer and Crystal Reports Server includes one NUL of the Designer Tools.
  - 3.2. *Crystal Reports Developer Runtime Product (Applicable to Crystal Reports Developer Only):*
    - 3.2.1. *Definitions Applicable to Crystal Reports Developer:*

"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.

"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.

"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.

"Runtime Product" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with the Product.

"Server Application" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than one user to access the Runtime Product either directly or indirectly through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client Application installed in a Windows terminal server environment (e.g. Citrix or Microsoft Remote Desktop Platform) is a Server Application.
    - 3.2.2. *Use of the Runtime Product.* 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.
    - 3.2.3. *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.
    - 3.2.4. *Distribution of Client Applications.* Subject to Licensee's compliance with all of the terms herein, including without limitation section 5.4.2.6, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.
    - 3.2.5. *Distribution of Server Applications.* Subject to Licensee's compliance with all of the terms herein, including without limitation section 5.4.2.6, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that either a) Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports or b) Licensee owns at least one licensed copy of Crystal Reports Developer Advantage, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports Developer Advantage.
    - 3.2.6. *Runtime Product Distribution Requirements.*

If Licensee distributes the Runtime Product to third parties pursuant to sections 5.2.2.4 or 5.2.2.5, Licensee shall comply with the following requirements:

      - (a) Licensee remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Runtime Product copies or sample applications;
      - (b) Licensee does not use the name, logo, or trademark of Licensor, or the Product, without prior written permission from Licensor;
      - (c) Licensee will defend, indemnify and hold Licensor harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;
      - (d) Licensee shall not distribute the Runtime Product with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as Licensor product offerings; and
      - (e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the following:  
End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;  
End User agrees not to distribute the Runtime Product to any third party or use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;  
End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with Licensor product offerings;

End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Licensor;

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

3.2.8 *Screenshots and the Crystal Reports wordmark.* You may reproduce and distribute screen shots and the Crystal Reports wordmark 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) Your use may not be obscene or pornographic, and you may not be disparaging, defamatory, or libelous to Business Objects, any of its products, or any other person or entity.
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- d) You may not use the screen shot in a comparative advertisement
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- g) You may not use screen shots that contain third-party content unless you obtain the express permission from the third-party.
- h) You must include the following copyright attribution statement: "Business Objects product screen shot(s) reprinted with permission from Business Objects."
- i) If your use includes references to a Business Objects product, you must use the full name of the product.
- j) You may not use a screen shot that contains an image of an identifiable individual unless you obtain permission from the individual.
- k) Crystal Reports screen shots and wordmarks may not account for more than five percent (5%) of your document or media.

#### 4. **Dashboard and Visualization**

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

#### 5. **SAP BusinessObjects Enterprise Information Management Solutions**

5.1 *SAP BusinessObjects Enterprise Information Management (EIM) Packages.* The total number of CPUs licensed represents the maximum total cumulative CPUs on which all of the Software included in the EIM packages may be installed and Used. Address directories are not included and must be licensed separately.

5.2 *Operational Enterprise Information Management Package (Operational EIM Package).* Licensee may only Use one of the following versions of Data Quality Management, versions for SAP, Siebel, or Informatica included as part of the Operational EIM Package: SAP BusinessObjects DQM, version for SAP Solutions, SAP BusinessObjects DQM, version for Oracle's Siebel Applications, or SAP BusinessObjects DQM, version for Informatica PowerCenter. Licensee may Use two licenses of Application Interface Unlimited for up to two applications in the aggregate.

5.3 *SAP BusinessObjects Analytical Enterprise Information Management Package (Analytical EIM Package).* Licensee may only Use one of the following versions of Data Quality Management, versions for SAP, Siebel, or Informatica included as part of the Analytical EIM Package: SAP BusinessObjects DQM, version for SAP Solutions, SAP BusinessObjects DQM, version for Oracle's Siebel Applications, or SAP BusinessObjects DQM, version for Informatica PowerCenter. All available Rapid Marts for only one application family (SAP or Oracle family) may be Used. Licensee may only Use two licenses of Application Interface Unlimited for up to two applications in the aggregate.

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

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

- 5.5 *SAP BusinessObjects Data Service*. The following is included in each license of the SAP BusinessObjects Data Services:
- Five Named Users of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product)
  - One license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development and Grid Computing
  - Database Interface licenses to an uncapped number of Types of databases
  - Salesforce.com Technology Interface
  - JMS Technology Interface

## 6. **SAP BusinessObjects Data Integrator**

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

## 7. **SAP BusinessObjects Data Quality Management**

- 7.1 *SAP BusinessObjects eDQ Management*. Licensee may Use SAP BusinessObjects eDQ Management for transactional or real-time environments only. Each license of the Software includes one license of SAP BusinessObjects DQM, cleansing package option for one language.
- 7.2. *SAP BusinessObjects Data Quality Management Professional*. Each license of the Software includes one Database Interface license and one license of SAP BusinessObjects DQM, cleansing package option for one language.
- 7.3 *SAP BusinessObjects Data Quality Management Premium*. Each license of the Software includes:
- Five Named Users of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product)
  - Two Database Interface licenses
  - One license of SAP BusinessObjects DQM, cleansing package option for one language
  - SAP BusinessObjects DQM, SDK
  - One license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development and Grid Computing
- 7.4 *Interface license*. A prerequisite for any Application Interface, Database Interface or Technology Interface license is a Data Services, Data Integrator, or Data Quality Management license. Application Interface is licensed per application Instance. "Instance" means the Software may only be used for one unique connection to a specified application or technology. If multiple instances of an application are accessed by the Application Interface, then one Application Interface License must be acquired for each instance. Application Interface Unlimited, Database Interface, JMS Technology Interface and Salesforce.com Technology Interface are licensed per application, database or technology Type, as applicable. "Type" means an unlimited number of connections to the single, specified application, database or technology.
- 7.5 *Data Quality Management ("DQM") SDK*. A license to Data Quality Management SDK may be acquired in two configurations as follows: (1) a stand-alone or non-bundled configuration ("DQM SDK Non-Bundled Configuration"), and (2) bundled with CPU Metric licenses to Data Services and/or DQM Premium ("DQM SDK Bundled Configuration"). If acquired in the DQM SDK Non-Bundled Configuration, then a license to DQM SDK is provided as a Server License. If acquired in the DQM SDK Bundled Configuration, then licenses to DQM SDK are included as part of the CPU Metric licenses of Data Services and/or DQM Premium licensed by Licensee, such that a subset of the number of such CPU licenses licensed by Licensee may be Used to solely run DQM SDK, provided that the aggregate number of licenses deployed for DQM SDK and Data Services and DQM Premium must not exceed the total of Data Services and DQM Premium licenses acquired. For example, if Licensee has in the aggregate licensed six CPU licenses of Data Services and/or DQM Premium, then Licensee may Use two CPU licenses to run DQM SDK and the remaining 4 CPU licenses to run Data Services and/or DQM Premium; or Licensee may Use three CPU licenses to run DQM SDK and the remaining 3 CPU licenses to run Data Services and/or DQM Premium; or Licensee may Use all six CPU licenses to run DQM SDK.

- 7.6 *SAP BusinessObjects Data Quality Management software, versions for use with SAP, Siebel or Informatica applications.* When licensing SAP BusinessObjects Data Quality Management, version for SAP solutions, Siebel applications, or Informatica PowerCenter, the data quality functions must be Used solely with activities initiated within the SAP, Siebel, or Informatica application, respectively. When licensed this way, the Use of data quality functions for purposes outside the application it was licensed for is strictly prohibited. A separate license of SAP BusinessObjects Data Quality Management or SAP BusinessObjects Data Services must be licensed if the Use of data quality functions is required outside of the SAP, Siebel, or Informatica application. Deployment of this license means Licensee has the ability to spread the licensed number of CPU's across a single or multiple servers as long as the total number of CPU's Used across the servers add up to the amount of CPUs Licensee is licensed for. Grid computing licenses are not included and require to be licensed separately.
- 7.7 *SAP BusinessObjects Rapid Marts Products.* When licensing SAP BusinessObjects Rapid Marts, a license for SAP BusinessObjects Data Integrator or Data Services must also be obtained. If SAP BusinessObjects Rapid Marts is licensed with SAP BusinessObjects Data Integrator or Data Services, an individual SAP BusinessObjects Rapid Marts license must be obtained for each SAP BusinessObjects Data Integrator or Data Services license. Copying one SAP BusinessObjects Rapid Marts license and then deploying it to other instances is prohibited. In addition to the foregoing, Licensee must license certain applicable Application Interfaces.
- 7.8 *SAP BusinessObjects Metadata Management.* Metadata Management comes with a limited use license of SAP BusinessObjects Enterprise. Licensee may use SAP BusinessObjects Enterprise only in conjunction with Metadata Management. Accessing data that is not specifically created or Used by Metadata Management is in violation of this license. Furthermore, Licensee may Use only the following features of SAP BusinessObjects Enterprise: (a) Central Management Server (CMS) for user or group authentication purposes and (b) Central Management Console for security related to user management and access to integrator sources, source groups, metapedia, utilities and managing and scheduling integrator source runs and utilities runs.
8. **SAP BusinessObjects Explorer**
- 8.1. Keycodes for Explorer used in conjunction with SAP BusinessObjects Enterprise Professional (for Enterprise Reporting) will unlock all features of the Web Intelligence product. Such Web Intelligence features may be used only by SAP BusinessObjects Explorer.
- 8.2. *SAP Business Objects Explorer (Data Exploration Component).* SAP BusinessObjects Explorer (Data Exploration Component) includes SAP BusinessObjects Data Integrator Premium and SAP BusinessObjects Enterprise. Licensee's use is limited as follows:
  - Data Integrator Premium and BusinessObjects Enterprise may only be used in conjunction with SAP BusinessObjects Explorer (Data Exploration Component).
  - Data Integrator Premium may not be installed on the same blade as the SAP NetWeaver BWA blade.
  - Data Integrator Premium may not be used for standalone ETL (extract, transform and load) projects.
  - Licensee is licensed to Use only the following features of SAP BusinessObjects Enterprise: (a) Central Management Console (CMC), (b) third party authentication, (c) exploration of BWA-based indexes with Explorer, (d) Central configuration Manager, and (e) Import Wizard.
9. **SAP BusinessObjects Enterprise Performance Management**
- 9.1 *SAP BusinessObjects Financial Consolidation.* Use of SAP BusinessObjects Enterprise included with SAP BusinessObjects Financial Consolidation is limited solely to the following features: (a) use of the Central Management Server ("CMS") to authenticate and/or authorize users for the applications listed above; (b) use of the Central Management Console ("CMC") to administer user rights and privileges as they pertain to the application and (c) use of Infoview to navigate and launch Analyzer workspaces.
10. **SAP BusinessObjects Financial Information Management.** When licensing SAP BusinessObjects Financial Information Management, SAP BusinessObjects Data Integrator may be Used:
  - solely with certain licensed SAP BusinessObjects solutions for SME, SAP BusinessObjects analytic applications and SAP NetWeaver BW, together with certain licensed SAP BusinessObjects EPM applications, which is specified and Used in accordance with the Documentation; and
  - solely for Use with SAP BusinessObjects Financial Information Management.

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