

**HRMANTRA Partner Software Build Use Rights**

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## PREAMBLE

The terms set forth in this PE Build (formerly OEM) 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 HRMANTRA or through an authorized partner of HRMANTRA) 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. References to "Licensee" applies to Partner in case Partner accesses and uses the Software, and its customers, in case Partner's customers accesses, uses or receiving the benefits of the Software. Unless otherwise indicated, terms/restrictions applicable to a component also apply when that component is included/embedded with another Package.

### 1. LICENSING PRINCIPLES / RULES OF USE

#### 1.1 Definitions

1.1.1 As used in these Use Terms: 1) each Software and/or Third Party Software (as defined in the Agreement) 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 other third parties authorized to Use a Package; 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; 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; 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 Package, load, execute, access, employ the Package, or display information resulting from such capabilities. Use may occur by way of an interface delivered with or as a part of the Package, a Licensee or third-party interface, or another intermediary system. 8) "Order Form" shall mean the order document for the Named Users and Packages licensed under the Agreement, including order documents placed directly with HRMANTRA or through an authorized Partner; and 9) "Licensee" shall mean the Partner or the End User, as appropriate, within the meaning of the Agreement; 10) "HRMANTRA" shall mean the "Licensor" within the meaning of the Agreement, together with HRMANTRA S.E. and its Affiliates.

#### 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, 2.1.2 and 3 hereof or stipulated otherwise by the Price List 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, unless otherwise set forth in Exhibit 3. Named User Licenses cannot be assigned to more than one individual.

1.2.2 Named User Exception: Where data is exported from any licensed Software (excluding all HRMANTRA Business Warehouse Software and/or third party databases) to Non-HRMANTRA Application(s) pursuant to a predefined query that (i) was created by an individual licensed to Use the Software from which the data is being exported and (ii) runs automatically on a scheduled basis, the use of such data by Non-HRMANTRA Application(s) and/or their users does NOT require a license hereunder provided such use does not result in any updates to and/or trigger any processing capabilities of any licensed Software. "Non-HRMANTRA Application(s)" means any technologies, other than licensed Software, for which Licensee has secured an appropriate license from an entity other than HRMANTRA, HRMANTRA, and/or any of its/their subsidiaries and/or distributors.

1.2.3 Additional Named User Rules for SBOP Software Not Licensed For Standalone Use. "SBOP" shall mean any Software identified as SBOP, in Exhibit 1 to these Use Terms. 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).

1.2.4 Runtime Software. Licensed Package(s) (including Modifications thereto) may utilize limited functionality of other Packages for which Licensee does not hold a license, or functionality of Third Party Products that are embedded in, or incorporated for use with, the licensed Package(s) ("Runtime Software"). Until Licensee has expressly licensed the Runtime Software from HRMANTRA or its licensors for use independent of the Licensed Package(s), Licensee's Use of such Runtime Software is limited to access by and through the licensed Package(s), for the sole purpose of enabling performance of the licensed Package(s) and integrating data from licensed Software as specified in the Documentation.

1.2.5 Country / Language Versions and Availability Restrictions. There are no applicable country/language specific versions licensed by Licensee from HRMANTRA 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 <http://www.service.HRMantra.com/pam> or otherwise included in the Documentation.

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

1.2.7 Third Party Web Services. Some Packages enable connection to Third Party Web Services. For the purposes of these Use Terms, "Third Party Web Services" means (i) any and all web services made available by third parties (other than HRMANTRA, HRMANTRA and/or any of their affiliated companies) that are accessible through or enabled by the Software or HRMANTRA Materials, and (ii) any and all application programming interfaces, web service definition files, and other materials made available by or on behalf of such third party web service providers to facilitate the access to and use of such web services. Examples of Third Party Web Services include services such as: Facebook, Evernote, Twitter, Google Maps and other such services (non-exhaustive list for the purpose of examples) The following terms apply to all Third Party Web Services:

- Licensee is solely responsible for obtaining all account and authentication credentials required to access or use the Third Party Web Service's API or the Third Party Web Service.
- Use of the Third Party Web Service's API is subject to Licensee's acceptance of the Third Party Web Service's terms and conditions, which must be obtained from the Third Party Web Service provider. HRMANTRA is not a party to the agreement between the Licensee and the Third Party Web Service provider.
- The Third Party Web Service's API and the Third Party Web Service are excluded from all HRMANTRA representation, warranties, indemnifications and support obligations.
- Licensee expressly agrees to indemnify HRMANTRA, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by HRMANTRA arising from the use of any Third Party Web Services by Licensee or its Affiliates.
- HRMANTRA may throttle, suspend or terminate the Licensee's access to the Third Party Web Service's API through the Product if Licensee violates or causes HRMANTRA to violate Third Party Web Service provider's terms of service or other applicable Third Party Web Service provider agreements or policies (including, without limitation, exceeding any data or usage limits).

### 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. "Standalone Use" means the Software (and any corresponding Third Party Software) licensed under the Agreement may only be used with or access, directly or indirectly, the Partner or OEM applications and any other Software or Third Party Products identified under this Agreement.

For avoidance of doubt, all Software licensed under a Restricted License (as defined in Section 1.3.3) or by an HRMANTRA acquired entity prior to its legal integration with a successive HRMANTRA entity is deemed licensed for Standalone Use only.

1.3.2.1 Standalone Use of SBOP Software. Except as otherwise specifically provided in Exhibit 1, Use of SBOP licensed for Standalone Use does require a Named User License in addition to the Package License for the actual SBOP. SBOP Software licensed from any Partners may be Used solely for Standalone Use, unless otherwise agreed by HRMANTRA in writing in the applicable Order Form. The only Named User types authorized to Use SBOP licensed for Standalone Use are HRMANTRA Application Standalone Business Analytics Professional User, or HRMANTRA 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).

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. Restricted Licenses may not be combined or used with unrestricted licenses.

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 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 HRMANTRA upon written notice at any time.

1.3.8 HRMANTRA Business One Software. Additional terms and conditions related to the licensing of HRMANTRA Business One Software, including applicable Metrics and Package restrictions, are stated in Exhibit 6.

1.3.9 ASP Licenses. Unless otherwise expressly agreed in writing between the parties, where Partner is granted a license to Use the Software to provide its ASP Service, the ASP license granted to Partner is allocated to a designated End User and cannot be re-allocated or transferred by Partner to another End User.

## 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, 2.1.2 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, unless otherwise set forth in Exhibit 3 hereto. The transfer of a Named User License from one individual to another employed or affiliated with the End User 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 HRMANTRA. "End User" means Partner's customer licensing the Software from Partner, or accessing the Partner's ASP Service, in accordance with the Agreement. An End User shall not include Partner or its Affiliates.

2.1.2 Important Note for Licensees with Contracts from June 2014 and earlier. Such Licensees may have licensed the following previous user type: HRMANTRA BA&T Users.

Licensees that have already licensed the above user type are permitted to license additional quantities of the same user type. Such Licensees are not permitted to license HRMANTRA Named Users within their existing license contract.

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 HRMANTRA to be used therewith or with which HRMANTRA 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 the GTC for Third Party Software Packages.

- Section 7.3 (Modification / Add-on) of the GTC shall not apply to any Third Party Software Packages unless otherwise set forth herein. Licensee shall not make Modifications or Add-ons to Third Party Software Packages, or otherwise modify Third Party Software Packages unless expressly authorized by HRMANTRA in writing.
- 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 HRMANTRA 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 Databases

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

- 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) HRMANTRA 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 HRMANTRA has no responsibility in this regard.

3.4 **Pass-Through Terms**. Use of third party directories may be subject to additional terms and conditions required by HRMANTRA's suppliers. Such additional terms and conditions are set forth in Exhibit 5 "Pass-Through Terms for Directories".

3.5 **Open Source Software**. Applicable specific conditions related to certain open source products made available by HRMANTRA are part of the applicable product documentation and apply to Licensee's use of any such open source products. The definition of open source can be found under <http://www.opensource.org/>.

3.6 **HRMANTRA Best Practices**. Software Packages may be delivered with settings and master data that have been pre-configured to address generalized requirements of a specific industry sector or country (HRMANTRA Best Practices). It is Licensee's responsibility to determine the feasibility of using HRMANTRA Best Practices as a basis for its own customizations and parameterizations of the HRMANTRA Software in a productive environment.

3.7 **HRMANTRA Tools**. The Software, particularly the ABAP Workbench and HRMANTRA NetWeaver, contains software tools. Licensee may only use these tools to program Modifications or to create Add-ons to the Software in accordance with the Agreement. The tools may not be transferred, either in whole or in part, into modified or created software.

3.8 **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.

- 3.9 **Database Restriction.** Other than communication (including data transfers) via application level APIs between the Software and software applications running on any third party runtime database acquired from HRMANTRA or its Affiliates, or any of its respective resellers or distributors, the Software shall not access, directly or indirectly, in any manner whatsoever, any such third party runtime database(s).
- 3.10 **HRMANTRA SDKs.** “HRMANTRA SDK” means HRMANTRA software development kit that includes tools such as APIs, source code, redistributable files and instructions. HRMANTRA SDKs are also Software within the meaning of this Agreement.

Any HRMANTRA SDK provided for the modification or customization of specified Software may not be used to modify or customize any other software from Licensor or its Affiliates, Partner or any other third party. Licensor does not provide Apple’s iOS SDK to Partner, however certain HRMANTRA SDKs provided for use to develop mobile applications for iOS if licensed under Exhibit A of the Agreement may include iOS related software. With respect to an HRMANTRA SDK that is for iOS, Licensor’s licenses under the Agreement to use such HRMANTRA SDK for iOS are strictly limited to use within Partner’s own applications created by Partner only for specific use with iOS mobile applications pursuant to an Apple iOS Developer Program License Agreement or an Apple iOS Developer Program Enterprise License Agreement (“Program Agreement”). Partner guarantees that it has entered in to a Program Agreement with Apple and that it will maintain such Program Agreement throughout the term of the Agreement. Partner is prohibited from redistributing the SDK provided by Licensor hereunder or any part thereof.



## EXHIBIT 2 - NAMED USER METRICS AND PACKAGE METRICS

**HRMANTRA 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 SBOP, and reports created through Use of licensed SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals.

**HRMANTRA 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. The HRMANTRA Developer User also includes the rights granted under the HRMANTRA Employee User.

**HRMANTRA 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 related to those HRMANTRA Employee User's tasks listed in this definition only, and delivered with the licensed Software, (ii) travel planning / expense reporting self-services, (iii) perform procurement self-services, and (iv) room reservation self-services. The HRMANTRA Employee User also includes the rights granted under the HRMANTRA Learning User and the HRMANTRA Employee Self-Service User.

**HRMANTRA Employee Self-Service User** is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals. The HRMANTRA ESS User also includes the rights granted under the HRMANTRA Employee Self-Service Core User.

**HRMANTRA 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, (iv) leave management and (v) E-Recruiting. Further, an HRMANTRA Employee Self-Service (ESS) Core User is also authorized to access "Non-HRMANTRA Content" that resides on Licensee's "HRMANTRA Portal", so long as accessing such Non-HRMANTRA Content does not require or result in any Use of the licensed Software (beyond access to such Non-HRMANTRA Content as it resides on Licensee's HRMANTRA Portal). As used in this ESS Core User definition, (i) "Non-HRMANTRA Content" means information created through no Use of the licensed Software and (ii) "HRMANTRA Portal" means any portal created by Licensee Using HRMANTRA Enterprise Portal Software (as provided with the licensed HRMANTRA NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed HRMANTRA Software.

**HRMANTRA Learning User** is a Named User solely authorized to access the specified learning solutions on HRMANTRA's price list, provided that those learning solutions are licensed.

### REMAINING METRICS - A

None listed.

### REMAINING METRICS - B

None listed.

### REMAINING METRICS - C

#### CAL

Concurrent access licenses are the aggregated numbers of users accessing the licensed Software at any one time. The number of users accessing the licensing Software may not exceed the number of Concurrent Access Licenses (CALs) the customer has obtained. CAL(s) are assigned to a particular Deployment, and may not be shared among different Deployments. When using Concurrent Access licenses, customer may not utilize a program or system to cache or queue report requests.

#### Concurrent sessions

Concurrent sessions are the aggregated numbers of sessions accessing the licensed Software at any one time. A session refers to the time between logon and logoff or time out where a unique user, application or platform accesses the licensed Software either directly or indirectly via a custom application. The number of sessions accessing each Deployment must be limited by corresponding license key mechanisms. The maximum number of sessions enabled on a Deployment by such limitations may not exceed the Licensed Level for the number of Concurrent Sessions assigned to that Deployment for such licensed Software product. The aggregate number of sessions enabled on all Deployments may not exceed the Licensed Level of Concurrent Sessions. Users in deployments with an unlimited number of sessions require a Named User License for the licensed Software product. There is no license limit on number of processors or servers used. Licensee may not utilize any program or system to cache or queue report requests. HRMANTRA BusinessObjects BI users accessing any Deployment using a Concurrent Session license may be entered into the HRMANTRA NetWeaver BW system for the purposes of maintaining security.

#### Cores

Cores are the number of cores in CPUs that are available for use by the licensed software. The number of Core licenses must be an integer. When counting physical Cores, 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 Core's, each virtual Core that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is counted.

If the licensed Software will run in a pure virtual environment, physical Cores will not be counted. For purposes of clarification, "Core" as defined in this metric definition is different from "core" as referenced in the metric definition for any Software licensed on a CPU basis (if any), and therefore is not applicable in that context.

#### CPUs

CPUs are the central processing units ("CPU") that runs at least parts of the licensed Software.

When the Software or Third Party Software is licensed on a CPU basis, any server or computer on which the Software or Third Party Software is



installed may not exceed the aggregate number of CPU licensed. A multi-core chip CPU with N processor cores shall be counted as follows: the first processor core in each processor shall be counted as 1 CPU, and each incremental processor core in such processor shall be counted as 0.5 CPU, and then the total CPU count will be rounded to the next whole number (the "CPU Calculation"). See Example 1 below for an illustration of the application of this licensing requirement.

Software based on a CPU license metric basis licensed by Licensee on or after July 1, 2009 (the "Qualified Software") will contain Virtualization Rights (defined below). Virtualization Rights are not applied to Software licensed prior to July 1, 2009 or upgrades and updates thereto subsequently made available to Licensee pursuant to Support Services. Licensee may not combine licenses having express Virtualization Rights with licenses not having express Virtualization Right in a single Deployment.

In the event that Licensee employs industry standard tools and methodologies enabling Licensee to logically partition or pool its processing power, Licensee may install the Qualified Software on servers or computers consisting of a number of physical CPUs greater than the number of CPUs licensed hereunder provided that Licensee shall configure such servers or computers in a manner such that the total number of CPUs (or total number of virtual processor cores if virtualization software is implemented), or any portion thereof, made available to run the Qualified Software, or any portion thereof, does not exceed the number of CPUs licensed ("Virtualization Rights"). For the purposes hereof, a CPU (or virtual processor core) shall be deemed available to run the Qualified Software if such CPU (or virtual processor core) or any portion thereof is available to run the Qualified Software at any time for any purpose, including but not limited to permanent, temporary, scheduled, and on-demand availability. Under the Virtualization Rights, where virtualization software is implemented, only virtual processor cores made available to run the Qualified Software will be counted in accordance with the CPU Calculation. See Example 2 below for an illustration of the application of this licensing requirement.

Notwithstanding the foregoing, for Third Party Software licensed on a CPU basis, each processor core shall count as 1 CPU, and every CPU (whether used productively or non-productively) shall count against the CPU license level for such Third Party Software. Virtualization Rights do not apply to Third Party Software.

EXAMPLE 1: One quad core processor will count as 2.5 CPUs (or 1 CPU for the first core, plus 0.5 multiplied by 3 for the subsequent 3 cores) rounding up to 3 CPUs. Therefore, Licensee will be required to license 3 CPUs if the Software is installed on a quad core server. Another example may involve a server with three quad core processors. As illustrated above, each quad core processor will represent 2.5 CPUs. Three quad core processors will total 7.5 CPUs (or 2.5 CPUs multiplied by 3) rounding up to 8 CPUs. Therefore, Licensee will be required to license 8 CPUs if the Software is installed on a server with 3 quad core processors.

EXAMPLE 2 (Virtualization Rights): A server has 16 physical dual core CPUs in a configuration where up to 4 virtual dual core processors are made available to run the Qualified Software. In this case, each virtual dual core processor will count as 1.5 CPUs (or 1 CPU for the first core, plus 0.5 for the second core). Four virtual dual core processors will total 6 CPUs (or 1.5 CPUs multiplied by 4). Therefore, Licensee will be required to license 6 CPUs under this virtualization configuration.

## REMAINING METRICS - D

### Database Sizes

Gigabyte database sizes are database sizes of the productive systems and are calculated individually for each system (i.e., each ERP, BI and CRM system).

1.5 Terabyte accumulated database sizes are the database sizes of all productive HRMANTRA systems where the customer uses HRMANTRA Landscape Transformation.

### Deployments

Deployments are single installations of the system repository component within the HRMANTRA BusinessObjects BI Platform Software (for which Licensee must obtain a license), or the Crystal Reports Runtime Engine Unlimited - OEM (for which Licensee must obtain a license). When the multi-tenancy feature of the BI Platform is enabled, each individual tenant is considered a separate deployment for licensing purposes.

### Devices

Devices are any piece of equipment or hardware and include but are not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices. The application itself defines the type of devices that are used and therefore counted for the price list item (e.g. Sybase SQL Anywhere Database for Use with HRMANTRA POS for Retail: devices are defined as those devices accessing data from SQL Anywhere Database or e.g. HRMANTRA Mobile Order Management devices are all devices installed as on-board units in a vehicle).

*For HRMANTRA Customer Checkout,*

Devices are devices, or mobile devices for mobile point of sales applications or mobile devices for merchandise applications or scale devices for scale applications.

IoT-Device refers to a uniquely identifiable object and their virtual representation in the IoT-Core and has a device ID allocated.

### Documents

Documents are single instances of the output data files generated by the product annually.

Public Documents are defined as any object that can execute fully on the HRMANTRA BusinessObjects BI Platform. This includes: Web Intelligence document, Crystal Report, Explorer information space, Analysis for OLAP workspace, Dashboard, Design Studio template, Lumira document.

## REMAINING METRICS - E

### Employees

Employees are individuals working for a company or legal entity that is licensing the functionality of the Package, regardless of employment status (e.g. part time, full time, leave of absence, or contract worker).

## REMAINING METRICS - F

None listed.

## REMAINING METRICS - G

### Gigabytes

Gigabytes (GB) refer to the storage capacity equivalent to 1024<sup>3</sup> bytes.

## REMAINING METRICS - H

None listed.

## REMAINING METRICS - I

### Instances

Instances are unique connections to a single specified application or technology type.

## REMAINING METRICS - J

None listed.

## REMAINING METRICS - K

None listed.

## REMAINING METRICS - L

None listed.

## REMAINING METRICS - M

### MC Port

Machine Connector Port means any connection created using HRMANTRA Plant Connectivity that enables an application to access data from an Industrial Machine. "Industrial Machine" means any machine, equipment, hardware or other devices which includes a sensor.

### Memory

Gigabytes of memory are the total amount of memory that may be used by the Software, as measured in gigabytes.

## REMAINING METRICS - N

None listed.

## REMAINING METRICS - O

None listed.

## REMAINING METRICS - P

None listed.

## REMAINING METRICS - Q

None listed.

## REMAINING METRICS - R

None listed.

## REMAINING METRICS - S

### Servers

Process servers are defined as each server (real or virtual) where automated tasks are to be managed. A process server is required for every single connected application, server or operating system (OS) instance (virtual or physical) with a unique identification on which processes are executed that need to be monitored, managed and controlled. For each process server purchased the customer is provided with 1 production and 3 non-production environments (i.e. 1 for fail-over for the production instance, 1 for development and 1 for test).

Servers are physical computers, cases, boxes or blades that house the CPUs running the software product. Multiple virtual machines on the same physical box are allowed and do not require additional licenses.

## REMAINING METRICS - T

None listed.

## REMAINING METRICS - U

### Users

Users are individuals who Use the Software. A "User" included in the Metric count cannot be assigned to more than one individual.

For HRMANTRA Business Intelligence (BI): There is no license limit on number of processors or servers used. Users are identified at logon and do not consume a Concurrent Session license. Concurrent Session licenses and Users can be purchased in combination for a Deployment. Licensee may not utilize any program or system to cache or queue report requests. This metric does not replace the overall HRMANTRA Named User licensing requirement.

Active users are individuals that perform transactions Using the Software in a given calendar quarter.

Application Users are licensed HRMANTRA Mobile Platform Users accessing a single Application, where "Application" is a set of related functionality developed by an HRMANTRA Mobile Platform Developer User using HRMANTRA Mobile Platform.

Licensed users are individuals licensed as one of the HRMANTRA Named User types defined in the price list.

## REMAINING METRICS - V

None listed.

## REMAINING METRICS - W

None listed

## REMAINING METRICS - X

None listed.

**REMAINING METRICS - Y**

None listed.

**REMAINING METRICS - Z**

None listed.

EXHIBIT 3 – PACKAGE RESTRICTIONS

**1. DATABASE AND TECHNOLOGY PORTFOLIO PRODUCTS (EXCLUDING HANA)**

**1.1 Earlier Versions**

Product versions marked as “Earlier Versions” on HRMantravice Marketplace may only be downloaded and/or used by Licensees who are or previously were Sybase customers and who have or previously had licensed the particular earlier version of software that they wish to download and/or use.

**1.2 Mobile Enabled**

HRMANTRA Software that is mobile enabled may require an additional component downloaded from a third party mobile application store.

**1.3 HRMANTRA Enterprise Integration for Mobile Apps Software**

The HRMANTRA 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. The licensed HRMANTRA Enterprise Integration for Mobile Apps includes usage of mobile platform components for use with the Package.

**1. Test Systems**

A customer is entitled to run one HRMANTRA software system for internal testing purposes. For such test system, the customer may use the same users which customer has licensed for productive use of HRMANTRA software.