SAP DEVELOPER CENTER
MASTER SOFTWARE DEVELOPER LICENSE AGREEMENT

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Please note additional or different product specific use rights and restrictions applicable to the SAP Software licensed hereunder are set forth in Exhibit B, which is attached. Exhibit B is incorporated into the Developer Agreement by this reference, and You should review Exhibit B for terms and conditions that apply to the use of the SAP Software You are licensing. In the event of a conflict between any of the terms and conditions in this Developer Agreement and in Exhibit B, the terms of Exhibit B shall control.

1. DEFINITIONS:
"**Content**" shall mean code, models, applications, configurations, data, or other electronic materials created by You using the Tools and/or any SAP Software licensed hereunder.

"**Excluded License**" shall mean an open source or other software license that requires, as a condition of license, use, modification, distribution or conveyance, that (a) the code be disclosed or distributed in source code form; (b) others have the right to modify or create derivative works of it; and/or (c) it becomes redistributable at no charge.

"**SAP Software**" shall mean the free development versions of SAP HANA (which includes the HANA Client software comprised of SQLDBC, ODBO (Windows only), ODBC, AND JDBC drivers), HANA Studio, and HANA Database), SAP Sybase Adaptive Server Enterprise, Sybase Adaptive Server Enterprise SDK, SAP Sybase IQ, SAP Sybase Advantage Database Server, SAP Sybase SQL Anywhere, SAP Mobile Platform, SAP NetWeaver Application Server ABAP, SAP NetWeaver Gateway, SAP Sybase Event Stream Processor, Tools (defined below), and any other free SAP and third party software products and components which are made available to You under this Developer Agreement and to which You are given access to on or through an SAP web site.

"**Tools**" are the applications, SDKs, application programming interfaces ("**APIs**"), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials including classes and methods, that are utilized by developers to create Content, which include, but, are not limited to SAP HANA Cloud Integration (Data Services), SAP UI5, PowerBuilder, SAP 3D Visual Enterprise, Dynamic Visualization Library, SAP Business Intelligence SDK (SAP BI SDK), that are made available to You by SAP on or through the an SAP web site.

"**Web Services Account**" or "**WSA**" shall mean a cloud based account that You setup and maintain at one of the SAP authorized cloud computing platform web hosting service providers which may host the SAP Software you access and use under this Developer Agreement under a

separate agreement directly between You and the WSA. The authorized WSAs are identified on Exhibit A to this Developer Agreement which is incorporated herein by this reference.

2. <u>LICENSE GRANT</u>:
 a. <u>GENERAL:</u> During the Term, You may access the SAP Software through your own WSA or through a downloadable version (where applicable) and use the SAP Software solely for the purposes of developing, testing, and demonstrating Content You develop under this Developer Agreement that is compatible with SAP Software.
 b. <u>Other SAP Software Use Rights and Restrictions:</u> Other SAP Software use rights and restrictions applicable to specific SAP Software licensed hereunder are set forth in Exhibit B to this Developer Agreement which is incorporated herein by this reference. In the event of a conflict between any of the terms and conditions contained in this Developer Agreement and the terms set forth in Exhibit B, the terms of Exhibit B shall control.
 c. <u>Covenant Not to Assert a Claim or Sue SAP:</u> In exchange for the right to develop Content under this Developer Agreement, You covenant not to assert any Intellectual Property Rights in Content created by You against any SAP product, service, or future SAP development.

3. <u>RESTRICTIONS</u>:
 a. <u>GENERAL</u>: You may not use the SAP Software or Tools for (1) the purposes of demonstrating the SAP Software or Tools except where such demonstration of the SAP Software is incidental to and required for the demonstration of the Content, or, (2) any type of non-development purposes. Additionally, You may not transfer, sell, rent, distribute, assign, sublicense, convey or use the SAP Software for any timesharing or service bureau purposes, or (a) duplicate, reverse engineer (unless required by law for interoperability), (b) modify, disassemble or decompile the SAP Software, (c) publish any results of benchmark tests run on the SAP Software or involving the SAP Software, (d) access or utilize the SAP Software for purposes that are inconsistent with SAP's legitimate business interests, or (e) any reason not expressly authorized hereunder.

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7. LICENSE FEE AND PAYMENT: There shall be no license fee for use of the SAP Software or Tools licensed hereunder. However, in the event that you utilize a WSA to host the SAP Software licensed hereunder, You will have to maintain your own WSA which may require payments from you to the applicable WSA provider outside of the scope of this Agreement.

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12. <u>SUPPORT:</u> SAP is under no obligation to offer any support or maintenance services for the SAP Software which is the subject of this Developer Agreement.

13. <u>DATA PROTECTION AND CONFIDENTIALITY</u>: Each party shall comply with applicable data protection laws and regulations. SAP will only capture and save information about You as required to provide You with remote access to the SAP Software during the Term and to administer this Developer Agreement. All information we capture and store will be treated in accordance with SAP's privacy statement which may be viewed at http://www.sap.com/corporate-en/our-company/legal/privacy.epx. Except for data SAP has captured and saved in accordance with the terms of this Section, SAP is not responsible for any data produced, used or inserted by You while using the SAP Software under this Developer Agreement.

In the event You are provided or granted access to confidential information of SAP in connection with the performance of this Developer Agreement which information is expressly identified or reasonably identifiable as confidential or proprietary based on the circumstances of its disclosure ("**Confidential Information**"), You shall use such Confidential Information only to perform under this Developer Agreement. SAP's Confidential Information shall include, but are not limited to, any source code to the SAP Software, SAP programming techniques and concepts, processing methods, designs, inventions, , flow charts, documentation, product specifications, and application programming interface specifications that relate to the SAP Software or the SAP materials, and any access credentials used to access the SAP systems, including, but not limited to password or account information.

The foregoing obligation shall not apply to the extent that You show that the information (i) was public knowledge at the time it was disclosed to SAP and had not become public knowledge through an act or omission by You or Your employee or agent in breach of contract, or (ii) was in the possession of or known to You before You received it from SAP, or (iii) had been lawfully disclosed to You by another person entitled to do so, or (iv) had been independently developed by You without reference to SAP's information.

Confidential Information may be provided to third parties only upon prior written consent SAP. These third parties must be subject to a written non-disclosure obligation. The term "**third party**" as used in this Section only, does not apply to Your employees and subcontractors whose performance under this Developer Agreement reasonably requires access to such Confidential Information and who have executed a corresponding non-disclosure agreement.

14. <u>INDEMNITY</u>: You agree to fully indemnify, hold harmless and defend SAP against law suits based on any claim: (a) that any Content created by You infringes any patent, copyright, trademark, trade secrets, or other proprietary rights of a third party, or (b) related to Your alleged violation of the terms of this Developer Agreement.

15. <u>EXPORT</u>: This Agreement and Your access and use of the SAP Software and distribution of the Distributable Files and Tools are subject to any governmental regulations, laws, orders or other restrictions on the export of software and related information and documentation that may be imposed by governmental authorities. You confirm that You will comply in all respect with any governmental regulations, laws, orders, or other restrictions on the export of software and any related information and documentation which may be imposed by the governments and regulatory agencies of the United States, European Union, the Federal Republic of Germany and any country to which any software is shipped to You, or downloaded by You, from SAP. You

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17. LAW/VENUE
a.   If You are located outside the US or Canada: This Developer Agreement is governed by and construed in accordance with the laws of the Germany. You and SAP agree to submit to the exclusive jurisdiction of, and venue in, the courts of Karlsruhe in Germany in any dispute arising out of or relating to this Developer Agreement.
b.   If You are located in the US or Canada: This Developer Agreement shall be governed by and construed under the Commonwealth of Pennsylvania law without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Developer Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

18.   ASSIGNMENT. You may not assign or otherwise transfer any of Your rights under this Developer Agreement, by operation of law or otherwise, without SAP's prior written consent.

19. MISCELLANEOUS: This Developer Agreement constitutes the complete and exclusive statement of the Developer Agreement between SAP and You related to the subject matter hereof, and supersedes all prior written and oral contracts, proposals and other communications between the parties relating to the subject matter. Oral Developer Agreements do not exist. If any provision of this Developer Agreement proves to be invalid, this will not affect any other provision of this Developer Agreement. This Developer Agreement does not entitle either party to use the other party's name, trademark or trade designation for purposes of advertising and marketing without prior written consent of this party. The waiver by either party of any of its rights hereunder shall not be construed as a waiver of any subsequent breach.

Exhibit A
To the Developer License Agreement

SAP Authorized
Cloud Computing Platform Web Hosting Service Providers

1. Amazon.com
2. PT – Sistemas de Informação, S.A.,
3. KT Corporation
4. Cloudshare, Inc.
5. SAP HANA Cloud Platform
6. Microsoft Azure

Exhibit B
To the Developer License Agreement

Developer Rights and Restrictions Applicable to the Free SAP Software and Tools Made Available to You By SAP Hereunder:

<u>**Databases:**</u> NO RIGHT TO DISTRIBUTE SAP SOFTWARE GRANTED HEREUNDER. Unless otherwise expressly set forth herein on a per SAP Software product basis, if You develop in a productive environment (as in the case of SAP HANA, SAP Sybase SQL Anywhere or any other embedded or non-embedded database), You must acquire the rights to embed and deploy the applicable SAP Software licenses directly from SAP in a separate OEM, distribution, or similar agreement with SAP. Please contact Your local SAP office to discuss.

SAP HANA Developer Edition

•   You may install and use SAP HANA Developer Edition hereunder subject to a 64GB limit of total memory utilization.

SAP HANA, express edition

•   With respect to SAP HANA, express edition (otherwise referred to in the Developer License Agreement as the "SAP Software"), the license grant in Section 2(a) of the Developer License Agreement is modified to read as follows: Notwithstanding any language to the contrary in the Agreement, during the Term, You may use the SAP Software (which You will download) **(i) for the purposes of internally testing and evaluating the SAP Software, as well as (ii) for productive purposes subject to the limitations contained in this Exhibit B**. You may also use the SAP Software to develop Content that is compatible with SAP Software; provided that such Content may only be used for Your internal, non-commercial business purposes (i.e., Your use must not be intended for or directed towards commercial advantage or monetary compensation). Additional SAP HANA, express edition capacity for productive use is subject to additional terms and conditions and additional fees. See www.sap.com for additional   information.

•   If You download SAP HANA, express edition as part of a virtual machine, or container technology that includes a third party operating system or other third party software (e.g., SUSE Linux Enterprise Server for SAP Applications) that third party software must, unless otherwise expressly indicated by SAP in writing, only be used with SAP HANA, express edition. Under no circumstances may any third party operating system that is provided by SAP with SAP HANA, express edition be used as a general purpose operating system, and such operating system should only be used to run SAP HANA, express edition.

•   **SUSE Linux Enterprise Server may not be used for productive purposes with any version of SAP HANA, express edition with a memory capacity in excess of 32 GB. If you purchase a license for a higher capacity version of SAP HANA, express edition, You may not use it for productive purposes with SUSE Linux Enterprise Server, and You must either obtain an appropriate license from SUSE**

or run the higher capacity version of SAP HANA, express edition on another operating system.

- In addition to the restrictions in Section 3 of the Developer License Agreement, You may not, nor may You permit any third party to, publish or distribute any documentation or materials that You create using SAP HANA, express edition.

- Note that Section 3(b)(i) of the Developer Agreement states that in the event the SAP Software You are licensing under this Developer Agreement can be utilized to access, use, edit, copy, or extract data or database content from a third party database or software product, You understand that You are responsible for entering into a separate license with SAP or other party which grants You the applicable rights to the database or other software from which you are extracting and using data hereunder. In furtherance of this obligation, the following additional requirements and restrictions shall apply to Your use of and/or access to SAP HANA, express edition:

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Notwithstanding any language to the contrary in this Exhibit B, provided that: (i) You have obtained a separate license for SAP software directly from SAP; and (ii) such software is licensed solely for Standalone Use; and (iii) You comply with all aspects of the separate license agreement for the SAP software, including and subject to any use rights and restrictions (e.g., Named User, Database Deployment and Communication Rights and Restrictions, Confidentiality, etc.) set forth in the Software Use Rights posted **here**, effective as of the time of this transaction, then You shall be permitted to connect SAP HANA, express edition to Your licensed SAP software. "Standalone Use" means the SAP software may not be used to access, directly or indirectly, in any manner

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- SAP HANA, express edition cannot be used to run SAP Business Suite or any of SAP's Business Suite applications.

- SAP HANA, express edition includes a runtime license of HANA Database Client and XSA Client. Such runtime components shall be limited solely to Use with SAP HANA, express edition.

- Certain versions of SAP HANA, express edition, include a runtime license of SAP HANA smart data streaming ("SDS"). SDS may only be used with SAP HANA, express edition, and the license terms and conditions that govern Your use of SAP HANA, express edition, also govern Your use of SDS with the following additional or different terms: (a) You may only run SDS on a single host, machine, or "node", and You may not configure or use SDS as part of a multi-node/multi-machine streaming "cluster", and (b) SDS is restricted to utilizing up to two of the processing cores on the host machine, regardless of how many processing cores the host machine has, and You may not alter or change this configuration, or otherwise run SDS in a manner that utilizes more than two processing cores on a host machine.

- You may not connect any of the SAP HANA, express edition installations to form a computing "cluster" (i.e., a set of loosely or tightly connected computers that work together).

- Notwithstanding any language to the contrary in Section 6 of the Agreement (License Term), the license granted to use SAP HANA, express edition shall commence on the Effective Date and shall continue for twelve (12) months at which time the license granted to use SAP HANA, express edition shall expire, and at which time SAP HANA, express edition may cease to operate. You may extend the term of the license to use SAP HANA, express edition for additional twelve (12) month terms by obtaining a new license key in the manner provided and instructed at the time by SAP; provided that SAP reserves the right to cease making SAP HANA, express edition available, or renewing any existing licenses for SAP HANA, express edition, at any time and at SAP's sole and absolute discretion. The termination rights in Section 9 of the Agreement are unaltered by the terms and conditions in this paragraph.

- Consistent with Section 12 of the Agreement, SAP is under no obligation to offer any support or maintenance services for SAP HANA, express edition, whether the SAP Software is being used for development or productive purposes. SAP may, at its discretion, establish and maintain community based support resources where questions, discussions, and feedback can be posted and shared. For additional information, please see http://go.sap.com/developer/topics/sap-hana-express.html. SAP does not offer any incident support, guaranteed product updates or patches, service level agreements, or other services typically found in formal SAP support plans for SAP HANA, express edition. Maintenance and support services provided by SAP may be available for an additional fee for higher capacity SAP HANA, express edition production licenses that are purchased.

- Maintenance/updates for SUSE Linux Enterprise Server for SAP Applications shall only be obtainable via SUSE's PartnerNet portal ("PartnerNet") and in order to obtain maintenance/updates You must register for membership in SUSE's PartnerNet program.

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SAP Sybase Adaptive Server Enterprise SDK

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ii.   Company agrees to distribute the most current, updated version of the Distributable Code provided by SAP hereunder with releases of the Company Interface. Company shall be responsible for ensuring that releases of the Company Interface remain compatible with current releases of the SAP Adaptive Server product line. The

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iii.   For sake of clarity, and not to diminish the impact of any disclaimers elsewhere in the Developer Agreement, the Distributable Code is provided by SAP to Company "AS IS" as set forth in the Developer Agreement. SAP shall have no obligation to provide Company or its distributors or end users with any technical support, training or other services with respect to copies of the Distributable Code distributed by Company under this Agreement. Company shall be solely responsible for providing all support and warranty services to Company's distributors and end users.

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