

## **SAP Premium Engagement Support Services General Terms and Conditions (“PEGTC”)**

The capitalized terms referred to and not defined herein shall have the same meaning as they are defined in the Agreement.

### **1. Definitions:**

1.1 “Calendar Quarter” means the three-month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year.

1.2 “Local Office Time” shall mean regular working hours (8.00 a.m. to 6.00 p.m.) during regular working days, in accordance with the applicable public holidays observed by SAP’s registered office. Solely with regard to the SAP Service Level Agreement defined herein, both parties can mutually agree upon a different registered office of one of SAP’s affiliates to apply and serve as reference for the Local Office Time.

1.3 “Normal Business Hours” means an eight (8) hour period between 6:00 am and 8:00 pm, Monday thru Friday, unless otherwise agreed to in writing by the parties.

1.4 “Order Form” means the written order form for SAP Premium Engagement Support Services (as described herein below) that reference this PEGTC and executed by SAP and Licensee. Order Forms include information on fees and delivery requirements specific to the individual SAP Premium Engagement Support Services being ordered.

1.5 “Support Schedules” means the schedule to the Software License Agreement for SAP support (i.e. SAP Standard Support, SAP Enterprise Support or SAP Product Support for Large Enterprises) that is in force for the Software licensed under the Software License Agreement.

1.6 “Taxes” means federal, provincial, or local sales, VAT, Goods and Services Tax, Harmonized Sales Tax, retail, foreign withholding, use, property, excise, service, or similar taxes now or hereafter levied all of which shall be for Licensee’s account.

1.7 “Top-Issue” shall mean issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on a Production System.

2. **SAP Premium Engagement Support Services.** SAP Premium Engagement Support Services (“PE Services”) are in addition to the services delivered under Support Schedules. PE Services currently include SAP MaxAttention Support Services and SAP ActiveEmbedded Support Services. SAP may add PE Services offerings from time-to-time.

PE Service offerings consist of the following components. SAP delivers only the PE Services specified in an Order Form(s) referencing this PEGTC.

2.1 **SAP Embedded Support Services.** SAP Embedded Support Services are available as a component of an SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement.

SAP delivers SAP Embedded Support services as an onsite team consisting of the SAP support resources (“Support Resources”) identified in an Order Form performing the roles described below. Such Support Resources shall be available at the Licensee location(s) specified in an Order Form during Normal Business Hours for the quota of days per period of time specified in an Order Form (“Period”) per assigned Support Resource during the Term specified in the Order Form (“Support Resources Quota”). The assignment of Support Resources shall occur within six (6) weeks after execution of the Order Form. The Support Resources Quota does not include any vacation leave by the assigned Support Resources.

Depending on the role, the activities of the assigned Support Resource shall comprise one or any combination of the following areas to the extent applicable as mutually agreed to by the parties:

#### **SAP Engineering Architect (“EA”)**

- Understand Licensee’s software solution and business processes and is able to help Licensee address areas of concern
- Preparation, realization and follow-up of strategic planning workshops to identify and detail Licensee focus areas
- Assist Licensee in managing agreed to focus projects covering:

- Integrated end-to-end application lifecycle management
- Integration validation of complex Licensee solutions
- Operate the SAP solution more efficiently
- Accelerated innovation for custom built solutions and rapid prototyping
- Provide transparency about focus area progress via balance score card including jointly agreed key performance indicators (“KPIs”)
- Manage quality gates for selected focus area projects
- Assist Licensee in monitoring thresholds of key operations processes and reactively listens to Licensee concerns
- Track and report on Top-Issues at Licensee’s executive level

**SAP Technical Quality Manager (“TQM”)**

- Provide strategic advice, guidance and assistance in the following areas:
  - Technical risk management/program management of complex Licensee Software implementation, upgrade and change management projects
  - Preparation of an SAP release & upgrade strategy that is aligned with Licensee’s information technology (IT) strategy
  - Identification of potential areas for reducing Licensee’s total cost of operations; and the optimization (continuous improvement) of Licensee’s SAP Software Solution
  - Introduction of SAP support requirements into Licensee’s support processes
  - Use of SAP support tools (e.g. SAP Note Assistant, SAP Notes Search and SAP Solution Manager Enterprise Edition)
- Assist Licensee in the development of IT strategies, solution strategies, and solution operations at the project management level that may include, but are not limited to, the following areas:
  - Solution availability management, monitoring and performance
  - Risk mitigation plan(s) for critical maintenance issues
  - Incident reduction and/or avoidance
- Develop and maintain a Licensee-specific PE Services engagement Service and Support Plan that is mutually agreeable to the parties.
- Facilitate the execution (i.e. delivery process) of the mutually agreed to PE Services engagement Service and Support Plan including the coordination of individual service deliveries and SAP resource staffing process at the project level
- Track Licensee’s implementation of SAP’s recommendations and action plans resulting from the delivery of SAP Support Services hereunder
- Provide periodic status and risk reporting at Licensee’s project management level

All SAP Embedded Support Services shall be coordinated with Licensee’s Engagement Manager. Changes to the scope of the SAP Embedded Support Services may be made upon prior written mutual agreement of the parties hereto. Any such changes to the SAP Embedded Support Services shall in all cases only relate to SAP Embedded Support Services and no other type of SAP services.

**2.2 SAP Support Services.** SAP Support Services are available under an SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement.

In support of SAP’s Innovation Control Center and SAP’s Operation Control Center approaches, SAP may provide Planning and Safeguarding, Solution Management Optimization (“SMO”), Empowering, Solution Architect, Landscape Transformation Management, Rapid Prototyping, Technical Implementation Support, Functional Implementation Support and/or Custom Solutions services (collectively “SAP Support Services”) during Normal Business Hours (unless otherwise agreed to in writing by the parties in advance) as may be determined by SAP and Licensee in the agreed to PE Services engagement Service and Support plan, for the quota of SAP Support Services days per Period during the Term specified in the Order Form (“Support Services Quota”).

Within the Support Services Quota, Licensee shall be entitled to choose any standard SAP Support Service from SAP’s then current portfolio of SAP Support Services. A listing of SAP’s current SAP Support Services is available at <http://sapsupport.info/support-offerings/premium-engagements/sap-support-service-list/>.

To schedule SAP Support Services, Licensee shall contact the assigned TQM or the designated Support Resource. SAP requires a minimum lead-time of five (5) weeks for scheduling SAP Support

Service delivery requests. If reasonably possible for SAP, SAP Support Services may also be scheduled based on short term needs and according to arising project requirements. Notwithstanding the preceding sentence, in the event Licensee requires completed drug testing and/or background checks for assigned SAP resources as a prerequisite for the delivery of SAP Support Services, the lead-time for such SAP Support Service delivery requests shall be a minimum of eight (8) weeks. SAP shall calculate the estimated days for a requested SAP Support Service based on Licensee's information and requirements. This estimate shall include preparation and post processing activities. The days used for an SAP Support Service will be deducted from the Support Services Quota, where applicable. No time shall be deducted from the Support Services Quota for travel time. In the event the Licensee postpones or cancels any already requested SAP Support Service less than three (3) weeks before the start date of the SAP Support Service, SAP may deduct already rendered days from Licensee's Support Services Quota.

Licensee shall define a project team and make sure that the relevant contact people are available for the duration of the individual SAP Support Service deliveries. Such Licensee project teams should be staffed with Licensee's IT Project Manager, concerned business process owners, system administrator, active users, and the persons who are responsible for the implementation of the respective core business processes. The agenda requires the participation of some or all of the Licensee project team and related Licensee third-party partner companies. Prior to an SAP Support Service delivery, the SAP and Licensee Engagement Managers shall agree upon a more formal agenda for the SAP Support Service and the required involvement of Licensee's project team members.

SAP E2E On-Site Empowering Workshops shall be delivered in single workshop deliveries (i.e., no split workshop deliveries) for a maximum of twenty-four (24) Licensee participants per workshop delivery. Each SAP E2E On-Site Empowering Workshop day consumes two (2) Support Services Quota days.

The "Custom Solutions" category of SAP Support Services is only available for the Non-Standard Software covered by CDP Support (described in Section 2.8 below) as specified as a component of a PE Services engagement in an Order Form.

**2.3 SAP Expertise on Demand.** SAP Expertise on Demand is available as a component of an SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement.

SAP Expertise on Demand ("EoD" or "EoD Services") is a remote service which provides SAP resources to fill Licensee's need for short to medium term duration (up to a maximum of ten EoD days in duration) tasks. These tasks target technically complex or unusual issues that are typically beyond the experience of Licensee's staff such as: minor Modifications of SAP Software; minor configuration changes of Licensee's SAP Software system; knowledge transfer on SAP Software and similar tasks. EoD Services do not include: (i) reaction on Licensee incidents as these are covered under the Support Schedule to the Software License Agreement; or (ii) non-standard software received from SAP's Custom Development organization. EoD Services shall be provided during Normal Business Hours for the quota of EoD days per Period during the Term specified in an Order Form ("EoD Quota").

To engage EoD Services, Licensee shall submit an EoD task request to SAP through Licensee's SAP Solution Manager Enterprise Edition system identifying the task and supporting information for the EoD Task for which Licensee is requesting SAP's assistance ("EoD Task"). SAP shall then analyze Licensee's EoD Task request. Licensee understands and accepts that SAP may reject an EoD Task submitted by Licensee if the request does not constitute an actual EoD Task in accordance with this Section 2.3 or if the EoD Task cannot be realized due to technical or legal implications. Where the EoD Task can be realized by SAP, SAP shall submit an action plan for completion of the EoD Task to Licensee. In the event Licensee accepts an action plan and wishes to have SAP commence work, SAP shall provide an estimated duration (in hours, subject to a minimum duration of four (4) hours to complete an accepted EoD Task) for such EoD Task effort. Upon Licensee's acceptance of the estimate, SAP shall commence work on completing the EoD Task in accordance with the action plan. The actual hours used to perform an accepted EoD Task shall be deducted from the EoD Quota. EoD Services cannot be used to deliver SAP Support Services listed in Section 2.2 above.

SAP shall use commercially reasonable efforts to fulfill EoD Task requests submitted by Licensee, however, SAP does not guarantee that it can or will fulfill every EoD Task request submitted by

Licensee and SAP shall have no liability in the event it cannot or does not fulfill such EoD Task request. SAP shall notify Licensee in the event it cannot fulfill an EoD Task request. In the event SAP commences work on an EoD Task and subsequently determines that it cannot or will not fulfill such EoD Task, SAP shall provide Licensee with a written explanation of the reasons for such action.

**2.4 SAP On-Call Duty Services.** SAP On-Call Duty Services are available as a component of an SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement.

SAP On-Call Duty Services offer Licensee remote access to a contact person within SAP's support organization to support Licensee in his critical business processes, if necessary. Such SAP On-Call Duty Services contact shall be available for the quota of SAP On-Call Duty Services sessions per Period during the Term specified in the Order Form ("On-Call Duty Quota").

An SAP On-Call-Duty Services session is:

- either Monday to Sunday starting 08:00 and ending 20:00 the same day in Licensee's local time zone
- or Monday to Sunday starting 20:00 and ending 08:00 the following day in Licensee's local time zone

To schedule SAP On-Call Duty Services Licensee shall make a request in writing to the TQM or the designated Support Resource. The scheduling of SAP On-Call Duty Services is subject to five (5) weeks advance notice.

**2.5 SAP Service Level Agreement.** SAP Service Level Agreement is only available as a component of an SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement to Licensees who are subscribing to SAP's Product Support for Large Enterprises ("PSLE") Support Schedule. Licensees under contract with SAP for SAP Enterprise Support will receive SLA in accordance with those terms.

The following Service Level Agreement ("SLA" or "SLAs") commitments shall apply to all Licensee incidents that SAP accepts as being Priority 1 or 2, and which fulfill the prerequisites specified herein, for the productive Licensee installations and system id ("SID") combinations specified in the Order Form. All productive SID's under a Licensee installation must be included in the Licensee installations and SID combinations covered by the SLA hereunder. Such SLAs shall commence in the first full Calendar Quarter following execution of the Order Form.

**2.5.1 SLA for Initial Response Times:**

a. **Priority 1 Incidents ("Very High").** SAP shall respond to Priority 1 incidents within one (1) hour of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incident. An incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the Production System, or Top-Issues and for each circumstance a workaround is not available.

b. **Priority 2 Incidents ("High").** SAP shall respond to Priority 2 incidents within four (4) hours of SAP's receipt during SAP's Local Office Time of such Priority 2 incident. An incident is assigned Priority 2 if normal business transactions in a Production System are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system that are required to perform such transactions and/or tasks.

c. For further information on assigning priority levels see SAP Note 67739 available in the SAP Notes Database on SAP's Customer Support website at <http://support.sap.com/notes>.

**2.5.2 SLA for Corrective Action Response Time for Priority 1 Incidents:** SAP shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 1 incidents within four (4) hours of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incidents. In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Licensee actions to support the resolution process; (iv) to the extent possible, planned dates for SAP's actions; and (v) date and time for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The SLA for Corrective Action only refers to that part of the processing time when the incident is being processed at SAP ("Processing Time"). Processing Time does not include the time when the incident is on status "Customer Action"

or "SAP Proposed Solution", whereas (a) the status Customer Action means the incident was handed over to Licensee; and (b) the status SAP Proposed Solution means SAP has provided a Corrective Action as outlined herein. The SLA for Corrective Action shall be deemed met if within four (4) hours of processing time: SAP proposes a solution (status "SAP Proposed Solution"), a workaround or an action plan; or if Licensee agrees to reduce the priority level of the incident.

#### 2.5.3 Prerequisites and Exclusions.

a. Prerequisites. The SLAs shall only apply when the following prerequisites are met for all incidents: (i) in all cases except for Root Cause Analysis for Custom Code under Section 2.6 below, incidents are related to releases of SAP Software which are classified by SAP with the shipment status "unrestricted shipment"; (ii) incidents are submitted by Licensee in English via the SAP Solution Manager Enterprise Edition system in accordance with SAP's then current incident processing log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported incident; (iii) incidents are related to a product release of SAP Software which falls into Mainstream Maintenance or Extended Maintenance.

For Priority 1 incidents, the following prerequisites must be fulfilled by Licensee: (a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue; (b) Licensee makes available for communications with SAP, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 incident consistent with Licensee's obligations hereunder; and (c) a Licensee contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

b. Exclusions. The following types of Priority 1 incidents are excluded from the SLAs: (i) incidents regarding a release, version and/or functionalities of software developed specifically for Licensee (including without limitation those developed by SAP Custom Development and/or by SAP subsidiaries) except for custom code built with the SAP development workbench; (ii) incidents regarding country versions that are realized as partner add-ons, enhancements, or modifications are expressly excluded even if these country versions were created by SAP or an affiliate of SAP; and (iii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request.

#### 2.5.4 Service Level Credit.

2.5.4.1 SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Licensee submits less than twenty (20) incidents (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the Term, Licensee agrees that SAP shall be deemed to have met its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA time-frame in more than one incident during the applicable Calendar Quarter.

2.5.4.2. Subject to Section 2.5.4.1 above, in the event that the timeframes for the SLA's are not met (each an "SLA Failure"), the following rules and procedures shall apply: (i) Licensee shall inform SAP in writing of any alleged SLA Failure; (ii) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Licensee's claim; (iii) Licensee shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the SLAs; (iv) subject to this Section 2.5.4, if based on the report, an SLA Failure is proved, SAP shall apply a Service Level Credit ("SLC") to Licensee's next MaxAttention or ActiveEmbedded, as appropriate, Service Fee invoice equal to one quarter percent (0.25%) of Licensee's MaxAttention or ActiveEmbedded, as appropriate, Service Fee for the applicable Calendar Quarter for each SLA Failure reported and proved, subject to a maximum SLC cap per Calendar Quarter of five percent (5%) of Licensee's MaxAttention or ActiveEmbedded, as appropriate, Service Fee for such Calendar Quarter. Licensee bears the responsibility of notifying SAP of any SLCs within one month after the end of a Calendar Quarter in which an SLA Failure occurs. No penalties will be paid unless notice of Licensee's well-founded claim for SLC(s) is received by SAP in writing. The SLC stated in this Section 2.5.4 is Licensee's sole and exclusive remedy with respect to any alleged or actual SLA Failure.

2.6 **SAP Root Cause Analysis for Custom Code.** SAP Root Cause for Custom Code is only provided to Licensee's that have purchased the SAP Service Level Agreement component described in Section 2.5 above in an Order Form.

For Licensee custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis and may provide guidance for incident resolution, according to the SLA's stated in Sections 2.5.1 and 2.5.2 applicable for Priority 1 and Priority 2 incidents related to the productive Licensee installations and SIDs listed in an Order Form that are submitted by Licensee in accordance with Section 2.5.3(a) above. In addition to the prerequisites for the SLA's stated in Section 2.5.3(a) above, in order to receive SAP's Root Cause Analysis for Custom Code service Licensee's custom code must be documented according to SAP's then-current standards (for details see <http://support.sap.com/supportstandards> in Licensee's SAP Solution Manager Enterprise Edition system. Notwithstanding anything else stated herein to the contrary, SAP shall be deemed to have met the SLA for Corrective Action stated above for Priority 1 incidents related to Licensee custom code by identifying possible root causes for the incident and/or failure of Licensee's custom code. SAP's Root Cause Analysis for Custom Code does not include providing corrections; work arounds; or incident resolution for Licensee's custom code regardless of who created Licensee's custom code. Corrections or incident resolution for Licensee custom code may be provided by SAP Custom Development under a separate agreement.

2.7 **SAP Premium Mission Critical Support.** SAP Premium Mission Critical Support is only available as a component of an SAP ActiveEmbedded Support Services engagement for Licensee's receiving an SAP Service Level Agreement as part of their Support Schedule or as a component of an SAP ActiveEmbedded Support Services engagement.

SAP shall assign an individual to remotely coordinate and/or assist a Licensee designated executive management contact ("Licensee Executive Contact") with Top-Issues related to Priority 1 incidents (as Priority 1 incidents are defined in SAP Note 67739 or any future SAP Note that replaces SAP Note 67739) that are beyond the scope of SAP's incident handling processes. Assignment of the SAP individual shall occur approximately four (4) hours following Licensee's request documented in a Priority 1 incident. The assigned SAP individual will be available to Licensee's Executive Contact from 7:00 am until 8:00 pm (unless otherwise agreed to in writing by the parties in advance) in the time zone where Licensee's Executive Contact is located and shall remain engaged until the earliest of the following occurs: (i) resolution of the Priority 1 incident or Top-Issue; (ii) reduction of the incident priority level to a priority level other than Priority 1; or (iii) agreement of the parties to disengage the assigned SAP individual.

2.8 **SAP Baseline Support for Custom Solutions ("CDP Support").** SAP Baseline Support for Custom Solutions is available as a component of an SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement.

CDP Support provides incident handling support services as described in Exhibit 1 attached hereto for all Non-Standard Software delivered to and accepted by Licensee under a Custom Development Scope Document(s) under an Order Form or Statement(s) of Work (SOWs) specified in the Order Form ("CDP Support Eligible Scope Document(s) or SOW(s)") excluding software to which special support agreements apply (which includes, but is not limited to, SAP Enterprise Support or SAP Product Support for Large Enterprises).

2.9 **SAP Product Engineer on Demand Services.** SAP Product Engineer on Demand Services are available as a component of an SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement.

SAP Product Engineer on Demand Service ("PED Service") is a remote service, unless otherwise agreed, which provides access to an SAP support engineer ("Product Engineer") for advice in, but not limited to, the following areas: (i) analysis of incidents or issues; (ii) incident resolution/workarounds; (iii) best practices; (iv) software design. PED Services are provided solely for the Production System application components and corresponding Licensee installations specified in an Order Form.

Licensee shall initiate PED Services by submitting incidents, in English, via the SAP Solution Manager Enterprise Edition in accordance with SAP's then current incident processing log in procedure containing the relevant details and then contacting the Product Engineer and providing the applicable

incident message number in which the Product Engineer should take action. PED Services shall only apply to: (i) incidents related to the Production System application components specified in an Order Form, which are classified by SAP with the shipment status "unrestricted shipment"; and (ii) incidents related to Production System application component releases which fall into Mainstream Maintenance and/or Extended Maintenance.

PED Services do not include implementation services or delivery of remote services available under the Support Schedule. In addition, PED Services do not apply to: i) incidents regarding a release, version and/or functionalities of the Production System application components developed specifically for Licensee (including, without limitation, those developed by SAP Custom Development and/or by SAP subsidiaries); ii) country versions that are not part of the Production System application components and instead are realized by partner add-ons, enhancements, or modifications are expressly excluded even if these country versions were created by SAP or an affiliate of SAP; (iii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request.

SAP will assign one (1) Product Engineer for each Production System application component and installation combination specified in an Order Form within four (4) weeks of the execution of the Order Form. Such Product Engineer(s) will be available for an eight (8) hour period between 8:00 am to 6:00 pm during regular working days, in accordance with the applicable public holidays observed by the SAP registered office associated with the installation covered under PED Services ("PED Office Time").

Licensee may designate qualified English speaking contacts (up to the number of contacts specified in an Order Form) within its SAP Customer Center of Expertise ("License PED Contact(s)") per Productive System application component and installation number combination specified in an Order Form and shall provide contact details (in particular e-mail address and telephone number) by means of which the Licensee PED Contact Person (or the authorized representative of the Licensee PED Contact) can be contacted at any time. Licensees PED Contact(s) shall be Licensee's authorized representative(s) empowered to make necessary decisions for Licensee or bring about such decision without undue delay. PED Services shall be delivered exclusively to the assigned Licensee PED Contact(s).

As preparation for delivery of PED Services, Licensee's PED Contact and the assigned Product Engineer(s) shall jointly perform one mandatory set-up service for the covered Production System application component and installation combinations. This set-up service shall be based upon SAP standards and documentation.

**2.10 SAP Secure Support Services.** SAP Secure Support Services are available as a component of an SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement.

SAP Secure Support Services provide Licensees with additional services to meet advanced security requirements as detailed in the Order Form.

- 3. Engagement Management.** Each party shall designate an Engagement Manager. SAP's Engagement Manager shall be the assigned TQM or a designated Support Resource. Licensee's Engagement Manager shall be English speaking and empowered to make necessary decisions for Licensee or bring about such decision without undue delay. Such Engagement Managers shall cooperate closely with each other to administer the terms of this PEGTC and any Order Forms. All PE Services performed by the assigned SAP resources shall be coordinated with Licensee's Engagement Manager.

In addition, the parties shall conduct regular executive meetings during the term of the applicable Order Form(s) ("Executive Meetings"). Such Executive Meetings shall occur no less than once per quarter at times and dates mutually agreed to by the parties. The purpose of such Executive Meetings shall be to review, discuss and mutually agree on further measures to achieve the purposes of the applicable PE Services based on the then current PE Service status. Each meeting shall include a status report on the progress in the key focus areas, including, but not limited to, the following:

- An evaluation of progress under the applicable individual PE Service engagements compared to the agreed key focus areas, KPI's and individual PE Services engagement Service and Support Plan

- Requirements for software legal change packs and technology stack to Licensee's SAP Software system
- SAP release and upgrade strategy
- Identification of risks and/or delays that may jeopardize the performance of Licensee's SAP Software solution including risk mitigation recommendations
- Implementation of recommendations
- Discussion of open issues and any change requests from either party
- Relevant details regarding project organization and planning

Such meeting report shall be prepared by SAP's Engagement Manager and forwarded to Licensee's Engagement Manager for approval. In the event Licensee's Engagement Manager does not contest the report in writing within thirty (30) working days of receiving such report by providing specific report change requests, the report shall be deemed accepted and approved by Licensee. The parties shall cooperate in good faith to resolve any report change requests and issue final versions for approval and acceptance.

The parties hereto agree that the cooperation of Licensee's third party consulting partner(s) ("Licensee Partner") is critical to the success of the individual PE Service engagements. Licensee shall ensure that such Licensee Partner shall comply with Licensee's responsibilities, this PEGTC and any Order Forms and shall cooperate with SAP as reasonably requested by SAP in order for SAP to fulfill its obligations under this PEGTC and any Order Forms

4. **Licensee Requirements.** In order to receive PE Services under an Order Form, Licensee must: (i) continue to pay all support fees (i.e.; Standard Support Fees, Enterprise Support Fees, or Premium Support for Large Enterprises Fees) under the Software License Agreement; and (ii) otherwise fulfill its obligations under the Agreement, this PEGTC, and any Order Forms referencing this PEGTC. Licensee shall have installed, configured and be using an SAP Solution Manager Enterprise Edition system in accordance with the Support Schedule, as SAP Solution Manager Enterprise Edition is the service delivery platform for documenting Top Issues, core business processes and critical system information. In the event Licensee is receiving SAP Standard Support under the Software License Agreement, Exhibit 2 to this PEGTC shall apply. Licensee shall provide remote connectivity and data access in accordance with the Support Schedule.

Licensee's E2E On-Site Empowering Workshop Responsibilities: Prior to scheduling SAP E2E On-Site Empowering Workshops, Licensee shall provide or adhere to the requirements specified in Exhibit 3 to this PEGTC.

Licensee's SAP Landscape Transformation Management Services Responsibilities: In order to receive the SAP Landscape Transformation Management Services Licensee must have a valid license for SAP's Landscape Transformation Software under the Software License Agreement, except for the SAP Landscape Transformation Assessment Service. Licensee's use of the complementing transformation software solutions ("Complementing Solutions"), documented on SAP's Customer Support website at [www.support.sap.com/saplt](http://www.support.sap.com/saplt), made available to Licensee as part of SAP's performance of the SAP Landscape Transformation Management Services is subject to the terms of Exhibit 4 to this PEGTC.

5. **Fees.** Licensee shall pay to SAP the fees for the individual PE Service engagements on the terms specified in the Order Form(s). SAP reserves the right to apply late penalty payment interest in accordance with applicable law. Fees are subject to change once during a calendar year upon ninety (90) days prior written notice to Licensee prior to the end of a calendar year.
6. **Taxes.** Fees and other charges described in this PEGTC or any Order Forms do not include Taxes. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of the Agreement. If SAP is required to pay Taxes, Licensee shall reimburse SAP for such amounts. Licensee hereby agrees to indemnify SAP for any Taxes and related costs (including those related to the long term assignment of SAP employees), interest and penalties paid or payable by SAP. This Section shall not apply to taxes based on SAP's income.
7. **Warranty.** SAP warrants that its PE Services shall be performed in a professional workman-like manner by resources with the skills reasonably required for the PE Services. Unless it is expressly confirmed in writing by SAP, no communication of any kind can be construed as imposing on SAP any other or more onerous duty or liability than is set forth in this PEGTC. Licensee shall notify SAP



within ninety (90) days of the provision of the PE Services in writing of the alleged warranty breach and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP to rectify such warranty breach. Provided Licensee has notified SAP in accordance with this Section 7 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option either re-perform the applicable PE Services or reinstate the days or sessions used to deliver the applicable PE Service to the applicable PE Service quota. This is Licensee's sole and exclusive remedy for a warranty breach for PE Services.

SAP AND ITS LICENSORS DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

**8. Limitation of Liability for PE Services.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR DAMAGES RESULTING FROM (I) UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION OR PROPRIETARY INFORMATION, AS DEFINED IN THE SOFTWARE LICENSE AGREEMENT, (INCLUDING CUSTOMER DATA), OR (II) DAMAGES RESULTING FROM DEATH OR BODILY INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT, OR (II) SAP'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF THE CLAIM SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES OR SAP LICENSOR'S) BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY UNDER THE AGREEMENT FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID FOR THE APPLICABLE PE SERVICES UNDER THE RELEVANT ORDER FORM GIVING RISE TO THE LIABILITY. NEITHER PARTY SHALL BE LIABLE IN ANY AMOUNT FOR LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES. The provisions of the Agreement and the fees under a specific Order Form allocate the risks between SAP and Licensee.

**9. Work Product.** All title to and rights in the PE Services, deliverables and work products, and all Intellectual Property Rights embodied therein, including techniques, knowledge or processes of the PE Services, deliverables, or work product (whether or not developed for Licensee), shall be the sole and exclusively property of SAP and SAP SE. Licensee agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure SAP's or SAP SE's title over such rights. Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Licensee is granted a non-exclusive, non-transferable license for the duration of the license granted under the Software License Agreement, so long as Licensee complies with the terms of the Agreement to use any deliverables and work products provided to it by SAP under a relevant Order Form in order to run Licensee's and its Affiliates' internal business operations, and otherwise to the same extent as Licensee is granted a license to use the SAP Software, documentation and SAP Confidential Information or SAP Proprietary Information in the Software License Agreement.

**10. General Provisions.**

10.1 The assigned Support Resources shall be entitled to their normal annual vacation leave as set forth in their employment contract with SAP or other SAP Affiliate company. Vacation planning for assigned Support Resources shall be reviewed with Licensee's Engagement Manager. Subject to the employment agreement and local employment regulations and, unless otherwise agreed, assigned Support Resources shall not take more than two (2) consecutive calendar weeks of vacation at one time.

10.2 Licensee agrees to provide necessary access to the Service Location(s) identified in an Order Form including, but not limited to, appropriate access to Licensee equipment, computer systems, data, information, workspace and appropriate and cooperative personnel, to facilitate the performance of the PE Services. Licensee agrees that the scope of the individual PE Services shall be subject to change if the Licensee tasks are not performed in a timely and appropriate manner and/or if the Licensee resources are not provided.

10.3 SAP may utilize third party contractors to perform SAP duties. SAP shall be responsible for the performance of the PE Services of such third party contractors to the same extent as SAP is liable for its own resources.

10.4 To ensure efficient communication, both parties agree that the language for the delivery of PE Services shall be English. Relevant information related to the individual PE Services shall be provided to the SAP resources in English.

10.5 Licensee agrees and understands that the assigned SAP resources (including the assigned Support Resources) may occasionally perform PE Services activities hereunder from an SAP office.

10.6 Licensee may carry forward up to fifteen percent (15%) of any unused Quota days or sessions (i.e. Support Resources, Support Services, EoD or On-Call Duty Quotas) from a preceding Period into the first thirty (30) days of a subsequent Period, not to exceed the expiration of the Term of an individual Order Form, provided such Quota days being carried forward were part of a previously documented and mutually accepted PE Services engagement Service and Support Plan. Unused Quota days or sessions cannot be carried forward or backwards between Order Forms.

10.7 With respect to the PE Services provided under this PEGTC and any Order Forms referencing this PEGTC, the relationship of SAP and Licensee is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by this Agreement.

10.8 The selection of SAP resources assigned or deployed to deliver individual PE Services is at SAP's sole discretion and SAP reserves the right to replace any SAP resource at any time at its sole discretion with an SAP resource with equivalent skills. In exercising such discretion, SAP shall maintain the continuity of the individual PE Services to be provided to Licensee under an Order Form.

10.9 SAP E2E On-Site Empowering Workshop materials provided (if any) are intended solely for the use of the individual student attending SAP E2E On-Site Empowering Workshop courses and may not be copied, distributed or used for any other purpose. Licensee agrees that such SAP E2E On-Site Empowering Workshop materials are the Proprietary Information of SAP. Licensee agrees not to disclose, transfer, or otherwise make available the SAP E2E On-Site Empowering Workshop materials to any third parties.

10.10 If at any time Licensee or SAP is dissatisfied with the material performance of an assigned SAP resource or Licensee project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).

10.11 Neither party shall knowingly solicit or hire any of the other party's employees involved in the delivery of individual PE Services during the term of an individual Order Form and for a period of six (6) months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

10.12 Any change to the PEGTC and/or any Order Form shall be subject to mutual written agreement of the parties. SAP shall not commence work on any such change unless and until the change has been agreed to in writing and signed by both parties.

## **11. Termination.**

**11.1 Termination for Cause.** Notwithstanding the forgoing, SAP may terminate any Order Form referencing these PEGTC after thirty (30) days written notice of: (i) Licensee's failure to pay fees for PE Services in accordance with individual Order Form(s); (ii) Licensee's failure to pay support fees in accordance with the Software License Agreement; or (iii) other Licensee breach of the Agreement unless cured within such thirty (30) day period.

**11.2 Termination due to Changes in Scope.** The scope of PE Services offered by SAP may be changed annually by SAP at any time upon ninety (90) days prior written notice to reflect the continuing development of SAP Software and technical advances, and provided such changes in the scope of PE Services are applied to similarly situated SAP licensees subscribing to PE Services in the Territory. In the event SAP exercises its option to change the scope in accordance with this Section 11.2, and such changes are not acceptable to Licensee, Licensee is entitled to terminate an Order Form affected by such scope change(s) with effect at the expiration of this ninety (90) day period. If Licensee does not terminate within such period, the changes are deemed to be accepted by Licensee.

**11.3 Termination due to Changes in Fees.** In the event SAP exercises its option to change fees in accordance with Section 5 above, and such changes are not acceptable to Licensee, Licensee is entitled to terminate an Order Form affected by such fee change with thirty (30) days' written notice from Licensee's receipt of SAP's notice of such fee change with effect to the end of the then current calendar year in which such fee change notice is given. If Licensee does not terminate within such period, the fee changes are deemed to be accepted by Licensee.

11.4 Any Order Form referencing these PEGTC shall terminate effective the same date as: (i) any termination of the Support Schedule under the Software License Agreement or (ii) any Licensee change in its SAP support (i.e.; SAP Enterprise Support or SAP Product Support for Large Enterprises) subscription to SAP Standard Support.

11.5 Termination of an individual Order Form in accordance with the terms stated herein shall not automatically terminate any other Order Forms that are not so terminated.

**12. Survival.** Sections 8 and 9 shall survive any termination of an Order Form referencing these PEGTC.

## EXHIBIT 1

### SAP Baseline Support for Custom Solutions

This Exhibit governs the provision of SAP Baseline Support for Custom Solutions as further defined herein ("CDP Support") for all Non-Standard Software, as defined in 1.3 below, excluding software to which special support agreements (which includes but is not limited to SAP Enterprise Support or SAP Product Support for Large Enterprises) apply.

#### 1. **Definitions:**

- 1.1 "Base Software": For the purposes of this Exhibit, the reference to "Base Software" means the SAP Software upon which the installation and use of the Non-Standard Software depends/operates. Base Software is not licensed under this Exhibit and must be licensed separately.
- 1.2 "Customer Communication Point": For the purposes of this Exhibit, the reference to "Customer Communication Point" means a certified Customer Center of Expertise ("Customer COE") or those employees of Licensee entitled to request CDP Support services. For the Customer COE the relevant terms and conditions of the Support Schedule apply. If no Customer COE is available the employees entitled to request CDP Support services must be nominated by Licensee to SAP in writing.
- 1.3 "Non-Standard Software": For the purposes of this Exhibit, the reference to "Non-Standard Software" means the software or functionality and its documentation purchased from SAP by Licensee under the CDP Support Eligible Scope Document(s) or SOW(s) listed in Section 1 of a Schedule 1 to an Order Form.
- 1.4 "Production System": For the purposes of this Exhibit, the reference to "Production System" means a live system on which the Non-Standard Software is installed, that is used for normal business operations and where Licensee's data is recorded.
- 1.5 "SAP Software": For the purposes of this Exhibit, the reference to "SAP Software" means all software licensed by Licensee from SAP under the Software License Agreement.

2. **SAP Baseline Support for Custom Solutions.** CDP Support provided under this Exhibit is limited to the Non-Standard Software delivered to, and accepted by Licensee, under the CDP Support Eligible Scope Document(s) or SOW(s) listed in Schedule 1 to an Order Form. CDP Support services support the functionality of the Non-Standard Software with the releases of Base Software and in the information technology ("IT") environment as defined under the respective CDP Support Eligible Scope Document(s) or SOW(s) and in its associated documentation. CDP Support for those CDP Eligible Scope Document(s) or SOW(s) where Licensee's acceptance of the Non-Standard Software will occur during the Term shall commence as of the first day of the month following Licensee's execution of an amendment to the Order Form activating CDP Support pursuant to Section 3 of Schedule 1 to an Order Form. All other SAP Software licensed by Licensee under the Software License Agreement is explicitly excluded from the CDP Support services provided under this Exhibit.

CDP Support is provided during CDP Support Office Time and includes the following:

- Incident handling by SAP for problems related to the Non-Standard Software
- Coding corrections or patches (such as altered programs not reproducing the referenced malfunction), or workaround solutions or action plans
- Support packages for Non-Standard Software - correction packages to reduce the effort of implementing single corrections or changes to existing functionality. This is not applicable in cases where the Non-Standard Software is or has been developed on Licensee's non-Production System.

For daily operation and cooperation for support-related issues associated with CDP Support, SAP will name a contact person for Licensee within SAP's Custom Development organization (the "CDP Support Delivery Manager"). The CDP Support Delivery Manager will perform the following tasks as it relates to the delivery of CDP Support for the Non-Standard Software:

- Setup and management of the Licensee's incident component and associated incident queue(s).
- Manage SAP Custom Development's internal support team assigned to provide CDP Support hereunder.

- Support the TQM in the coordination and inclusion of appropriate PE Services related to CDP Support in the PE Services engagement Service and Support Plan
  - Support the TQM in the coordination of the individual service deliveries at the project level for the PE Services related to CDP Support that have been included in the PE Services engagement Service and Support Plan
  - Participate in the Executive Meetings on topics related to CDP Support (e.g.; report on Licensee's incidents, provide status on deliveries of PE Services related to CDP Support)
- 3. Preconditions.** In order to receive CDP Support services as described in this Exhibit, Licensee shall fulfill the following requirements:
- Fulfill its obligations under this Exhibit, the Order Form and the Agreement.
  - Transmit all incidents to SAP in English via SAP's then current support infrastructure as made available to Licensee under the Support Schedule using the incident-component provided by SAP in writing upon acceptance of the applicable Non-Standard Software. Licensee's failure to assign an incident concerning the Non-Standard Software to the correct incident component may delay SAP's response to the incident while SAP determines and makes the appropriate assignment. Licensee understands and acknowledges that SAP normally has to translate incidents that are not in English before it can process the incidents, which adds to the time needed to process the incident.
  - Licensee shall describe how the incident presents itself; in some cases, Licensee may have to demonstrate the incident. Licensee shall help SAP analyze the incident and support SAP's CDP Support services, if necessary deploying Licensee's own employees for these purposes.
  - Licensee shall classify each incident in the Non-Standard Software or related documentation in accordance with SAP Note 67739.
  - Licensee must make available to SAP all documents concerning any alterations and enhancements (e.g. Modifications or Add-Ons) made by or for Licensee that may help in the analysis of the incident. Licensee must also keep suitable, up-to-date records of those alterations and enhancements, and give SAP access to them when necessary.
  - Licensee must apply all coding corrections, patches, work around solutions, support packages, etc. provided by SAP under this Exhibit to the Non-Standard Software.
  - Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive CDP Support services.
- 4. Changes to Licensee Information; Audit.** Licensee undertakes to inform SAP without undue delay of any changes to Licensee's installations of Non-Standard Software and all other information relevant to the use of the Non-Standard Software. To check compliance with the terms of this Exhibit, SAP shall be entitled to periodically monitor the correctness of the information Licensee provided.
- 5. Additional Terms and Conditions.**
- 5.1 CDP Support hereunder will be provided on Licensee's non-Production System where the Non-Standard Software was provided to the Licensee under the respective CDP Support Eligible Scope Document(s) or SOW(s). For reasonable cause and in consideration of all other prerequisites of this Exhibit Licensee may request and SAP may agree to provide the CDP Support on another Licensee non-Production System in lieu thereof for the respective provision of CDP Support. Notwithstanding the aforesaid, it is always the Licensee's sole responsibility to apply the provided CDP Support to its Production Systems.
- 5.2 In the event SAP provides third party software (non-SAP Software) to Licensee under the respective CDP Support Eligible Scope Document(s) or SOW(s), SAP shall not provide CDP Support on such third party software unless otherwise agreed separately in writing.
- 5.3 CDP Support is provided exclusively to the Customer Communication Point which must support each installation of Non-Standard Software covered by this Exhibit.
- 5.4 CDP Support will end automatically on the same date as Mainstream Maintenance or Extended Maintenance (provided Licensee has subscribed to Extended Maintenance) (as such terms are defined in SAP's Release Strategy document at [www.support.sap.com/releasestrategy](http://www.support.sap.com/releasestrategy)) for the Base Software ends.
- 5.5 Fee(s) are subject to change: a) in the case of fixed fee CDP Support Eligible Scope Document(s) or SOW(s) for the development of Non-Standard Software receiving CDP Support hereunder, to

reflect changes in the development fees for the Non-Standard Software receiving CDP Support under the applicable CDP Support Eligible Scope Document(s) or SOW(s); or b) in the case of time and materials CDP Support Eligible Scope Document(s) or SOW(s) for the development of Non-Standard Software receiving CDP Support hereunder, to reflect a revised calculation of the Fee based on the total development fees (including travel and expenses) paid by Licensee to SAP for the Non-Standard Software receiving CDP Support under the applicable CDP Support Eligible Scope Document(s) or SOW(s) during the term of the applicable CDP Support Eligible Scope Document(s) or SOW(s).

## EXHIBIT 2

### LICENSING TERMS FOR SAP SOLUTION MANAGER ENTERPRISE EDITION

SAP Solution Manager Enterprise Edition under PE Services

1. SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the Software License Agreement and is solely for the following purposes during the delivery of PE Services: (i) delivery of PE Services; and (ii) application lifecycle management for Licensee IT Solutions (which may include Licensee Solutions and hardware systems support by Licensee's IT team). Such application lifecycle management is limited solely to the following purposes:
  - implementation, configuration, testing, operations, continuous improvement and diagnostics
  - incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager Enterprise Edition
  - mobile application lifecycle management scenarios using SAP NetWeaver Gateway or equivalent technology integrated in SAP Solution Manager Enterprise Edition.
  - management of application lifecycle management projects for Licensee IT Solutions using the project management functionality of SAP Project and Portfolio Management integrated in SAP Solution Manager Enterprise Edition. (However, portfolio management functionality of SAP Project and Portfolio Management is not in scope of SAP Solution Manager Enterprise Edition and needs to be licensed separately.)
  - administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager Enterprise Edition. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by Licensee under the Software License Agreement.

For application lifecycle management as outlined under section 1(ii) above, Licensee does not require a separate Package license to SAP CRM. Licensee must hold appropriate Named User licenses to Use SAP Solution Manager.

Licensee is entitled to use those SAP databases which are listed on SAP's Customer Support Website that are generally available to all SAP licensee's together with SAP Solution Manager. This runtime license is limited to the Use of the relevant database as underlying database of the SAP Solution Manager and limited to the Term of an individual Order Form.

2. SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Licensee shall especially without limitation not use SAP Solution Manager Enterprise Edition for (i) CRM scenarios such as opportunity management, lead management or trade promotion management, except as CRM scenarios are expressly stated in Section 1; (ii) SAP NetWeaver usage types other than those stated above; or (iii) application lifecycle management and in particular incident management (service desk) except for Licensee Solutions; and (iv) non-IT shared services capabilities, including without limitation HR, Finance or Procurement; (v) SAP Project and Portfolio Management including but not limited to portfolio management or project management other than management of application lifecycle management projects as described above; (vi) SAP NetWeaver Gateway except the mobile application lifecycle management scenarios with the scope described above.
3. SAP – in its sole discretion – may update from time to time on the SAP Customer Support website under <http://support.sap.com/solutionmanager> the use cases for SAP Solution Manager Enterprise Edition under this Exhibit.
4. SAP Solution Manager Enterprise Edition shall only be used during the Term of the individual Order Form by Named Users licensed by Licensee subject to the licensed rights for the Software and exclusively for Licensee's SAP related support purposes in support of Licensee's internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under PE Services other than those listed above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Notwithstanding the foregoing limitation on Named Users, Licensee shall be entitled to allow any of its employees to use web self-services in the SAP Solution Manager Enterprise Edition during the term of an individual Order Form for creating incidents, requesting incident status and incident confirmation directly related to the Licensee IT Solutions.

5. In the event Licensee terminates the Agreement or an individual Order Form and was receiving SAP Standard Support, Licensee's use of SAP Solution Manager Enterprise Edition under the terminated Order Form shall cease. Thereafter, Licensee's use of SAP Solution Manager Enterprise Edition shall be governed by the terms and conditions of the SAP Standard Support Schedule.
6. Use of SAP Solution Manager Enterprise Edition may not be offered by Licensee as a service to third parties even if such third parties have licensed SAP Software and have licensed Named Users; provided, third parties authorized to access the SAP Software under the Software License Agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Licensee's internal business operations under and in accordance with the terms of this Exhibit.



### Exhibit 3

#### SAP E2E ON-SITE EMPOWERING WORKSHOP DELIVERY REQUIREMENTS

##### **SAP's Empowering Workshop Responsibilities: SAP shall provide:**

- A qualified instructor
- Printed course materials
- Course presentation content
- Access to SAP training website via a Citrix Secure Gateway ("CSG"). The number of active workstation logon access will be a function of the bandwidth available identified by the requirements document mentioned in this Exhibit. CSG is a direct connection to an SAP training landscape via the internet (<http://mywts.sap.com>).

##### **Licensee Responsibilities:**

- Suitable workshop environment, reasonably free from distractions and with sufficient room for the attendees to participate fully
- Suitable audio-visual equipment meeting the recommended requirements specified herein
- Adequate number of properly configured instructor and student workstations for the number of participants attending the workshop. Such student workstations shall meet the recommended requirements specified herein.
- Prior to scheduling an on-site workshop, Licensee must understand and adhere to the requirements document (provided by SAP prior to scheduling an on-site workshop) for each workshop
- All internal security and network issues
- Internet access is available to all workstations, student and instructor, for connecting to SAP's internal training landscape via CSG. A successful CSG test connection must be completed before the workshop begins
- An IT representative must be made available at Licensee's site for initial connectivity/network type issues

##### **Instructor Workstation**

The following requirements are recommended to display presentations:

- Microsoft PowerPoint Viewer and Adobe Reader
- Depending upon the presentation, the instructor workstation requires approximately 100 - 500MB of free local disk space per presentation if installed on the hard drive

##### **Instructor and Student Workstations**

The following minimum requirements are recommended to access the Windows Terminal Servers:

- Microsoft Windows Operating System Windows 7, Windows 8, or Apple Operating System Mac OS X
- MS-Internet Explorer version 8, or higher, or Mozilla Firefox version 18.x or higher, or Google Chrome Version 21 or higher
- Cookies, popups, frame usage must be allowed in the internet browser
- 17" monitors operating at 1024x768 resolution (for readability)
- Operating Systems and/or web browsers other than stated above are not supported. The remote training location that is accessing SAP servers via our CSG solution must also have sufficient spare bandwidth in their internet link to support the extra traffic. An additional 30 - 50 Kbps per connection is recommended in excess of their normal demand.

## Exhibit 4

### Use Terms for Complementing Transformation Software Solutions

This exhibit governs the provision of complementing transformation software solutions ("Complementing Solutions") under the SAP Landscape Transformation Management Services.

#### 1. Usage Rights and Limitations.

1.1 For the provision of the Complementing Solutions, SAP grants to Licensee a non-exclusive, non-perpetual, individual, personal and non-transferable license to use the conversion, migration, and/or analysis software solely for the purpose and only for the duration SAP is performing SAP Landscape Transformation Management Services according to the scope and for the installations mutually agreed to by the parties for the delivery of SAP Landscape Transformation Management Services.

1.2 The Complementing Solutions specifically licensed hereunder is not standard SAP software and is subject to special restrictions, use, license, support and maintenance terms. This includes, without limitation, the documentation for the Complementing Solutions (the "Documentation"), which SAP may provide in its sole discretion, in electronic and/or printed form with the Complementing Solutions. The Documentation is available in the English, and any comments in the coding of the Complementing Solutions will not be translated by SAP. The Complementing Solutions are designed for use by suitably qualified specialists only and shall only be used for the purposes designed and approved by SAP and in accordance with the applicable documentation, process description and recommendations for the Complementing Solutions.

#### 2. Delivery / Installation.

2.1 Licensee may retrieve a copy of the Complementing Solutions, and any available Documentation, via an SAP provided download link which is individualized for the Licensee.

2.2 SAP will provide Licensee with instructions for the installation of the Complementing Solutions ("Installation Instructions").

#### 3. Support.

3.1 In the event that there are incidents related to Licensee's use of the Complementing Solutions (e.g. error messages, program terminations) which materially hinder Licensee's use of the Complementing Solutions, SAP shall use reasonable efforts to provide support to Licensee's CCoE. Licensee understands and agrees that SAP will not provide support for the Complementing Software under the Support Schedule.

3.2 The main channel for such support will be the support infrastructure provided by SAP. Licensee shall report incidents to SAP under the components defined in SAP note 1463386. Reported incidents submitted by the Licensee shall include a written report specifying the incident and a reproducible example.

3.3 Upon SAP's request, Licensee shall promptly provide SAP with printed error messages, and all other data and records that may be useful or necessary for the further analysis of the incident.

3.4 Licensee shall assist SAP in further identifying, locating, or reporting any malfunctions experienced by Licensee.

3.5 The support provided by SAP under this section 3 may include:

- A workaround (intermediary method to avoid or bypass errors) to handle an incident that cannot be solved immediately, in order to help maintain the functionality of the affected Complementing Solution; and/or;
- The delivery of a new version of the Complementing Solution(s) via a SAP provided download link which is individualized for the Licensee.

3.6 Details on the availability of the SAP support, reaction times and the definition of incident priorities are defined in SAP note 1463386.