

**- SAP Business One Schedule -  
to the Platform Application Development Cooperation Agreement**

This Schedule consists of the Exhibit F-1, F-1a, F-1b, and F-1c and is hereby annexed to and made a part of the Platform Application Development Cooperation Agreement.

**Exhibit F-1  
SAP Business One  
of the Platform Application Development Cooperation Agreement**

**Whereas**, SAP has developed and markets worldwide "SAP Business One" software for small and medium enterprises, and

**Whereas**, Partner is a software company providing proprietary software systems as well as certain interface software and/or integration technology complementary to SAP's software, and

**Now Therefore**, the Parties hereto agree as follows:

**1 Definitions**

All capitalized terms shall have the meaning ascribed in this Agreement, including the Definitions Schedule, other applicable Schedules, or set forth herein.

- 1.1 **"B1 Modification"** is a change to the SAP B1 Software which is made (i) to the source code, or (ii) without the appropriate licenses or (iii) outside the standard modification or customization functionality provided by SAP as part of the SAP B1 Software.
- 1.2 **"Extension"** means a separate, standalone application/add-on or interface outside of the SAP B1 Software. Extensions do not include B1 Modifications to the SAP B1 Software. For clarification purposes: any and all APIs to the SAP B1 Software or contained in the B1 SDK are part of the SAP B1 Software, and are not considered part of an Extension. Extensions are to be considered Platform Applications.
- 1.3 **"Integration Add-On"** means software code developed or created using the B1 SDK that is developed for the sole purpose of integrating the Extensions with the SAP B1 Software. Integration Add-Ons do not include B1 Modifications to the SAP B1 Software. For the purposes of clarification, any and all APIs to the SAP B1 Software or contained in the B1 SDK are part of the SAP B1 Software, and are not considered part of an Integration Add-On. Integration Add-ons are to be considered Platform Applications.
- 1.4 **"Promotional Materials"** mean any and all marketing, advertising materials, presentations, and other promotional materials, referencing the other Party, the other Party's products, services and/or its marks.
- 1.5 **"SAP B1 Software"** means SAP Business One software provided to Partner in the Innovation Pack for SAP Business One.
- 1.6 **"SAP Business One Developer User for Partners"** means a Named User who uses the B1 development tools for the purpose of developing and testing Extensions and Integration Add-Ons to SAP Business One and SAP Business One for SAP HANA.
- 1.7 **"SAP Materials"** shall mean any SAP information, materials, services, and other benefits provided to Partner through the Program.
- 1.8 **"B1 SDK"** means (i) the SAP Business One Software Development Kit, including data interface and user interface components, contained in the then current B1 SDK release, developed by SAP and delivered to Partner hereunder that is used solely for Partner's internal training or internal testing or developmental work in connection with the development of Extensions and/or Integration Add-Ons; (ii) any other SAP B1 Software tools and materials delivered to Partner by SAP hereunder for the purpose stated in this definition; and (iii) any complete or partial copies of any of the foregoing.

## **2 Scope**

- 2.1 Unless explicitly stated in this Agreement, Partner is not provided any license to SAP B1 Software or SAP technology under this Agreement. Any use of SAP B1 Software and technology is subject to a separate written agreement and SAP's then-current terms and conditions. Nothing in this Agreement or other SAP Materials is intended to grant Partner a license or use right to SAP B1 Software or SAP technology. SAP may make B1 cloud software available to Partner as part of the SAP B1 Software for developing Extensions and Integration Add-Ons. Partner has the right to demo its Extensions and Integration Add-Ons developed hereunder to prospective End Users.
- 2.2 SAP grants to Partner hereunder (Exhibit F-1a) a license to the SAP B1 Software Development Kit Development Version in order to enable Partner to develop Extensions and Integration Add-ons for the SAP B1 Software.

## **3 Partner Development**

- 3.1 Partner shall develop Integration Add-Ons and Extensions to the SAP B1 Software by using the B1 SDK provided by SAP under this Agreement.
- 3.2 Under no circumstances shall Partner develop B1 Modifications or infringe upon SAP's rights in the SAP B1 Software. Examples (without limitation) for such infringement are: (i) changing the source code to the SAP B1 Software other than expressly allowed by the B1 SDK license or (ii) using or accessing the SAP B1 Software in order to develop any application or interface functionality that accesses the SAP B1 Software's functionality or any database used with the SAP B1 Software in any manner other than by using the B1 SDK; or (iii) by means of the Extension or the Integration Add-on, allowing the total number of users directly or indirectly accessing the SAP B1 Software, and/or any database used with the SAP B1 Software, through any third party software to be greater than the total number of users licensed for use of the SAP B1 Software; or (iv) replacing major functionalities of the SAP B1 Software.
- 3.3 As between Partner and SAP, Partner shall own all right, title, and interest in and to any Extension and Integration Add-On developed in accordance with this Agreement. In exchange for the right to develop Extensions and Integration Add-Ons under this Agreement, Partner covenants not to assert any Intellectual Property Rights in Extensions and Integration Add-Ons created by Partner against any SAP product, service, or future SAP development.
- 3.4 Partner shall ensure the compatibility and interoperability between the Extensions and Integration Add-Ons and the SAP B1 Software when creating the Extensions and Integration Add-Ons. Such compatibility and interoperability shall be maintained during the term of this Agreement, also with regard to new releases of the SAP B1 Software, within a reasonable time after the release of the same by SAP. Partner acknowledges that any new releases may otherwise result in incompatibility and non-interoperability of the Extensions and the Integration Add-Ons with the SAP B1 Software, and SAP shall have no liability therefore. SAP may decide, in SAP's free discretion, to disclose a roadmap for future SAP B1 Software releases and to Partner as they may be useful to Partner for developing Extensions and Integration Add-Ons.
- 3.5 Partner shall not alter the SAP B1 Software in any manner whatsoever that could damage the integrity of data files or audit trails. Partner shall ensure that Extensions and Integration Add-Ons (a) are and remain in compliance with all legal and customary requirements in each of the countries in which Partner markets the Extensions and Integration Add-Ons as outlined in Article 4 below, and (b) are compatible and interoperable with the localized version of the SAP B1 Software for each of the countries in which Partner markets the Extensions and Integration Add-Ons and (c) are available in country specific versions and languages required by the countries in which Partner markets the Extension and the Integration Add-On.
- 3.6 Partner acknowledges that certain Application Review or Certification of Extensions or Integration Add-Ons are required by SAP (only if certification services for the particular Extension or Integration Add-On is offered by SAP in SAP's free discretion). Partner shall not release any Extension and Integration Add-Ons with defects. Partner shall follow the same software and documentation quality standards and tests which SAP has adopted or will in the future adopt to the extent such standards were disclosed and made available to Partner.

- 3.7 Partner shall ensure that its documentation is provided in an appropriate format and available in all required language and localization versions and is maintained up-to-date with the respective new releases of the Extensions and Integration Add-Ons.
- 3.8 Partner shall not include any open source software under the Open Source GPL general public license or similar licensing terms (in particular those with obligations to disclose source codes or to grant rights to modify any code) into the Extensions and Integration Add-Ons.

#### **4 Partner Distribution**

- 4.1 In licensing Extensions and Integration Add-Ons, Partner agrees to adhere the following principles: (a) Partner shall offer maintenance and support for any Extension and Integration Add-Ons in accordance with Article 5 hereinafter; (b) Only in order to safeguard SAP's intellectual property rights in the SAP B1 Software, Partner shall not license the Extensions and Integration Add-Ons or have the Extensions and Integration Add-Ons distributed under terms and conditions contradicting the terms and conditions of SAP's End User license agreement delivered with the SAP B1 Software.

#### **5 Partner Maintenance and Support**

- 5.1 Partner shall set up and maintain an appropriate infrastructure for providing maintenance and support for its Extensions and Integration Add-Ons. Partner agrees to adhere to the minimum requirements for such infrastructure as defined in Exhibit F – 1c. These minimum requirements shall apply to each of the countries in which Partner distributes/markets the Extensions and Integration Add-Ons.
- 5.2 In the event that Partner does not provide maintenance and support in accordance with this Agreement for any country version of an Extension or an Integration Add-on, either during the term of this Agreement or after the term of this Agreement, SAP will be entitled to (a) enter into maintenance and support agreements with then existing End Users for the purpose of maintaining and supporting the Extensions and the Integration Add-ons for the then existing End Users and SAP may, at its sole discretion, offer future maintenance plans under its terms and conditions, and shall have no liability to Partner therefore and (b) terminate this Agreement in accordance with section 5 of the Agreement.

#### **6 Escrow**

- 6.1 Partner warrants that it will at all times and for the benefit of SAP maintain at its premises a copy of the source code for the most current version of the Extensions and Integration Add-Ons (including any third party functionality included in the Extension or Integration Add-On) developed under this Agreement, together with related documentation as it is or becomes available.
- 6.2 SAP shall have access to such Extensions and Integration Add-Ons set forth above upon the occurrence of any of the following events:
  - a) The existence of any one or more of the circumstances, uncorrected for more than thirty (30) working days after requesting Party provides written notice of circumstance in writing if such circumstance is capable of cure. If such circumstance is not correctable, access shall be granted immediately upon notice from the requesting Party.
  - b) Partner has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Extensions and Integration Add-ons, or c) failure of Partner to carry out the material maintenance and support obligations to its End Users after reasonable opportunity has been provided to Partner to perform such obligations, or d) SAP requests such access explicitly in order to exercise its rights under Article 5.2 above.
- 6.3 Subject to the occurrence of an event referred to in section 6.2 above Licensor herewith grants SAP the perpetual, worldwide, irrevocable, free of charge, fully paid up and non-exclusive right to use the released source code of the Extensions and Integration Add-ons and related documentation to the extent necessary to ensure continued maintenance of, and support for, the relevant Extension and Integration Add-On. This right includes the right to copy, translate, modify or otherwise change the released source code to the extent required by the aforementioned objectives. SAP agrees to maintain the released source code in strict confidence and to not disclose it to third parties and to use it solely for the continued maintenance of and support for the

relevant Extension and Integration Add-On and not for the development of any own software products.

**Exhibit F-1a**  
**SAP B1 Software Development Tool License**  
**of the Platform Application Development Cooperation Agreement**

**1 Definitions**

- 1.1 **“Designated Unit”** means each individual computer in which the SAP B1 Software and SAP or Third Party Database are installed.
- 1.2 **“Maintenance”** means all services listed in section 11.
- 1.3 **“Named Users”** means any combination of users licensed under this Exhibit F-1a.
- 1.4 **“Third-Party Database”** means any third-party proprietary database software licensed through SAP to Partner, if licensed in the actual case.
- 1.5 **“Use”** means to directly or indirectly load, execute, access, employ, utilize, store, or display the B1 SDK for internal training or internal testing or development of Extensions or Integration Add-ons.

**2 Qualities and Guarantees**

- 2.1 The B1 SDK shall essentially operate in accordance with the Documentation, provided that the B1 SDK is used on a system configuration approved by SAP according to the Documentation.
- 2.2 Characteristics of the B1 SDK that Partner can expect according to SAP's public announcements, in particular in advertising and in the labelling of the B1 SDK, only form part of the contractual quality of the B1 SDK if they have been explicitly classified as such by SAP in writing.
- 2.3 Guarantees are only binding on SAP if they have been classified as such by SAP in writing, and the document containing such undertaking also sets forth in detail SAP's obligations resulting from such guarantee.
- 2.4 SAP may make available on its online information platform notes on technical prerequisites for the B1 SDK and any changes thereto. On request, SAP may supply details of the technical capabilities and prerequisites of the B1 SDK (e. g., with regard to the database, operating system, hardware, and data media).
- 2.5 SAP shall mail the storage media containing the B1 SDK and the Documentation to Partner or by posting it in a network for downloading and informing Partner accordingly (electronic delivery). Partner shall maintain an online connection to SAP to be able to order the necessary license key(s) for the B1 SDK and/or to download the B1 SDK via electronic delivery.

**3 License Grant**

- 3.1 SAP grants and Partner accepts for the term of the Agreement a non-exclusive, free of charge license to Use the B1 SDK and its Documentation, and/or to Use other SAP Confidential Information provided by SAP to Partner, at specified site(s) within the Territory for the purposes of the Agreement and this Exhibit F-1a. This license does not permit Partner to: (i) Use the B1 SDK or Documentation or other SAP Confidential Information for a Service Bureau application; or (ii) sublicense or rent the B1 SDK or Documentation or other SAP Confidential Information, except as specifically provided hereunder.
- 3.2 Partner agrees to install the B1 SDK only on Designated Unit(s), intranet server(s) or internet server(s). Any individuals directly or indirectly accessing the B1 SDK on behalf of Partner or its Affiliates must be Named Users and their number may not be in excess of the maximum number of Named Users licensed to directly or indirectly access the B1 SDK, as specified herein. Partner shall promptly provide written notice to SAP if the number of Named Users exceeds such maximum numbers.
- 3.3 Partner may transfer the B1 SDK from one Designated Unit to another at no additional license fee, and shall provide written notice to SAP within five business days of such installation. The B1 SDK must be promptly deleted in their entirety from the Designated Unit no longer in Use and from each back-up copy for that Designated Unit.
- 3.4 Partner may not transfer the rights granted to it herein to third parties.
- 3.5 SAP retain(s) all rights in the B1 SDK and the Documentation which are not expressly granted to Partner under this Exhibit F-1a. Partner is not granted any rights to the source code of the B1 SDK.
- 3.6 The Use of the B1 SDK requires a license key issued upon Partner's request by SAP.

**4 Authorization of Partner to Use the B1 SDK for Benefit of Affiliates**

Partner's Affiliates shall be authorized to Use the B1 SDK as specified in for internal training or internal testing or developmental work.

## **5 Decompilation**

Partner may not disassemble, decompile, retranslate or apply other procedures to the B1 SDK in order to discover the source code of the B1 SDK. This does not apply if any such procedure is indispensable in order to obtain information necessary in order to create interoperability of an independently created computer program with the B1 SDK provided that information is not made available to Partner by SAP despite a written request of Partner to SAP within a reasonable period of time. Any information obtained by means of such action must not be used for purposes other than achieving interoperability and, in particular, not be passed on to third parties unless this is indispensable in order to achieve the interoperability. In particular, any such information may not be used for the development, production or marketing of computer programs which are essentially similar to the B1 SDK. Moreover, procedures to discover the source code permitted according to the foregoing may only be applied within a member state of the European Union and in no event passed on to any person or entity outside the European Union.

## **6 Archival Copy; Restriction on Copies; Legends to be Reproduced**

- 6.1 Partner may make one (1) copy of the B1 SDK for archival purposes and such number of backup copies of the B1 SDK as they are consistent with Partner's normal periodic backup procedures. Partner shall maintain a log of the number and location of all originals and copies of the B1 SDK. Partner may reproduce or copy any portion of the Documentation into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder.
- 6.2 Partner shall include, and shall under no circumstances remove, SAP's and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the B1 SDK, Documentation or SAP Confidential Information in the same form and location as the notice appears on the original work.

## **7 B1 Modifications**

Partner shall not modify or alter the B1 SDK in any manner or through any means whatsoever, including without limitation the creation of derivative works or B1 Modifications. If Partner nevertheless creates such B1 Modifications, then these are owned by SAP.

## **8 Extensions**

- 8.1 Partner may develop Extension(s) to the Software, solely through Use of the B1 SDK. The use of such Extension(s) (as made possible by Partner) shall be solely in support of use the SAP B1 Software of any End User of the SAP B1 Software.
- 8.2 Partner acknowledges that the Use of any Extension (whether developed by Partner or acquired from SAP or any other third party) by Partner or by any End User of the Software requires a B1 SDK runtime license granted by SAP for the Extension and a corresponding license key issued upon SAP's request by SAP in accordance with the SAP Business Partner Agreement.
- 8.3 Under no circumstances shall Partner (i) change the source code to the SAP B1 Software by way of or through any Extension; or (ii) use or access the SAP B1 Software in order to develop any application or interface functionality that accesses the SAP B1 Software functionality or database used with the SAP B1 Software in any other manner other than in the manner stated in section 5 above; or (iii) (by programming the Extension or otherwise) allow the total number of users accessing, directly or indirectly, the SAP B1 Software, and/or any database used with the SAP B1 Software, through any third party software to be greater than the total number of users licensed for use of the Software.

## **9 License for Application Database**

- 9.1 The B1 SDK requires a third-party database which may be licensed through SAP ("Runtime License") or directly from a third-party database licensor as a full license ("Full License"). In the event a Runtime License is licensed through SAP, such runtime version shall be limited to Use by Partner of the B1 SDK licensed hereunder.
- 9.2 The foregoing provisions shall apply respectively to any new Releases of the B1 SDK that Partner receives during the term of the Agreement.

## **10 Reservations of rights**

SAP retains all rights in the B1 SDK and the Documentation which are not expressly granted to Partner under this Exhibit F-1a. Partner is not granted any rights to the source code of the B1 SDK. Partner shall reproduce all copyright notices and other intellectual property legends

contained on the original of the B1 SDK and/or the Documentation on all copies of the B1 SDK or the Documentation produced by Partner and on all storage media used by it for such purpose.

## **11 Maintenance and Support**

SAP will provide maintenance and support for the B1 Software as described in Annex F1-b.

## **12 Warranty**

- 12.1 Partner shall examine the B1 SDK upon receipt of the same and notify SAP of any defects in writing without undue delay, at the latest 10 days after receipt of the B1 SDK. Partner shall notify SAP of any hidden defects of the B1 SDK within 10 days of their discovery in writing. All notices of a defect shall give the description of the problem as exact as can be reasonably expected from Partner in order to allow SAP to reproduce the defect.
- 12.2 In case of notification of a defect SAP shall rectify the defect at its discretion either by providing to Partner a new version of the B1 SDK that is free of defects or by correcting the B1 SDK (subsequent performance) within a reasonable period of time. To the extent reasonable for Partner SAP may correct a defect temporarily by means of a patch or bug-fix and supply a permanent correction with the next release, update or upgrade of the B1 SDK.
- 12.3 If the remedy mentioned in section 12.2 above finally fails, Partner may terminate the contract. This entitlement is subject to the prior expiration of written notice fixing a reasonable time limit for performance. The notice fixing the time limit must be linked to the termination warning as a consequence of failure to meet that time limit. Notice fixing a time limit and termination warning are unnecessary where the law provides that such notice is unnecessary.
- 12.4 Claims under section 12.2 and 12.3 are subject to a period of limitation commencing one year after delivery of the B1 SDK.
- 12.5 SAP shall compensate for loss or wasted work caused by a defect subject to the exclusions and limitations in section 14 of Exhibit D – 1 of the Agreement.
- 12.6 SAP's warranty obligations hereunder shall not apply if the B1 SDK is used in an incorrect manner, installed or exposed to support services by others than authorized agents or employees of SAP, operated on a system configuration not approved by SAP according to the Documentation, or exposed to conditions not in compliance with the environmental or operating conditions required according to the Documentation, unless Partner can prove that these circumstances did not cause a defect or that SAP has consented to any such circumstance in writing and in advance.
- 12.7 To the extent that the examination of alleged defects shows that no warranty claim existed Partner shall be obliged to bear the costs of such examination.
- 12.8 Partner shall take appropriate precautions against damages caused by possible malfunctions of the B1 SDK; such precautions include, amongst others, data back-ups, error diagnosis, and regular results monitoring. If error rectification is effected at Partner's business premises, Partner shall allow SAP's employees or agents access to the B1 SDK and shall provide, to a reasonable extent, the necessary technical environment, in particular electricity, telephone and data transmission lines, free of cost. Partners shall be solely responsible for all consequences and costs resulting from the breach of the aforementioned duties.

## **13 Limitation of Liability**

Section 14 of Exhibit D – 1 of the Agreement shall apply.

## **14 Termination**

- 14.1 This Exhibit F-1a shall terminate upon expiration or termination of this Agreement.
- 14.2 Upon expiration or termination of the Agreement, Partner shall return all B1 SDK and copies thereof and shall delete all stored B1 SDK, unless it is legally required to keep it for a longer period. Partner shall certify to SAP in writing the complete return of the B1 SDK.

**Exhibit F-1b**  
**Support Services for B1 SDK**  
**of the Platform Application Development Cooperation Agreement**

This Schedule governs the provision of support services by SAP as further defined herein (“SAP Standard Support for B1 SDK”) for the B1 SDK software licensed by Partner under the Agreement (hereinafter referred to as the “Standard Support Solutions”), excluding software to which special support agreements apply exclusively.

1. Scope of SAP Standard Support for B1 SDK

Partner may request and SAP shall provide SAP Standard Support services for B1 SDK. SAP Standard Support for B1 SDK currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Standard Support Solutions as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- Technology updates to support third-party operating systems and databases.
- Remote support platform for B1 SDK (RSP) as collaborative infrastructure for the delivery of remote support and remote services.

Message Handling

- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that Partners can implement into their SAP system. SAP Notes also document related issues, licensee questions, and recommended solutions (e.g. customizing settings).
- Global message handling by SAP for problems related to Standard Support Solutions. When Partner reports malfunctions, SAP supports Partner by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Partner may send an error message at any time. All persons involved in the message solving process can access the status of the message at any time. In exceptional cases, Partner may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Partner provides remote access as specified in section 2.2(iii). SAP will commence message handling on errors of very high priority (for a definition of priorities, see SAP Note 67739) within 24 hours, 7 days a week provided that the following conditions are met: (i) The error must be reported in English and (ii) Partner must have a suitably skilled English-speaking employee at hand so that Partner and SAP can communicate if SAP assigns the problem message to an overseas SAP support center. If either or both of these conditions are not fulfilled, SAP may not be able to start message handling or to continue message handling until these conditions are fulfilled.

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Standard Support Solutions (e.g. RSP).
- Access to guidelines via the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.

2. Partner's Responsibilities

2.1 SAP Standard Support Program Management

In order to receive SAP Standard Support for B1 SDK hereunder, Partner shall designate a qualified English speaking contact within its SAP Customer Center of Expertise (“Customer COE”) (the “Contact Person”) and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Partner's Contact Person shall be Partner's



authorized representative empowered to make necessary decisions for Partner or bring about such decision without undue delay.

## 2.2 Other Requirements

Partner must further satisfy the following requirements:

- (i) Continue to pay all Standard Support Fees in accordance with the Agreement and this Schedule.
- (ii) Otherwise fulfill its obligations under the Agreement and this Schedule.
- (iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of issues as part of message handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Partner acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services.
- (iv) Make available to SAP Support organization a backup of the productive B1 SDK database whenever the processing of a support message requires in-house investigation. Partner is responsible to obtain the consent to a hand over from individuals whose personal data is stored in such database.
- (iv) Establish and maintain an SAP certified Customer COE meeting the requirements specified in section 3.
- (vi) Activate RSP and transmit data to SAP Backend systems.
- (vii) Submit all error messages via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.
- (viii) Inform SAP without undue delay of any changes to Partner's installations and Named Users and all other information relevant to the Standard Support Solutions.

## 2.3 Partner is obliged to follow the Partner support level 1 and Partner support level 2 instructions before submitting an incident to SAP.

### Partner support level 1

Partner support level 1 receives all support cases from B1 SDK users and fulfills the following tasks:

- Complete name and contact details of the person reporting the support case.
- Check if support case report from B1 SDK user is complete and if necessary, obtain missing data and information from B1 SDK user. Such data shall include a meaningful support case header, technical information on the support case context (e.g. log files) and technical information on the support case system (system ID, system type, system name, installation number, product Version (Release) and Correction Packages) of each involved product, B1 SDK, or Extensions, database and database server data, application server data, operating system, graphical user interface or browser version, localization and language settings etc.
- Prepare a comprehensive description of the problem which is the basis of the support case, which shall include all steps that led to occurrence of the support case, full syntax of the problem message and surrounding factors (recent upgrades or other).
- Check priority of support cases
- Assignment of a support case record to a specific Queue in SAP's support system
- Search for available SAP Notes and assign them to the support case.
- Ensure a working internet connection for remote support.
- Summarize status when forwarding the support case to Partner support level 2.

### Partner support level 2

Partner support level 2 is sub-sequent to Partner support level 1 and shall comply with the following tasks:

- Search for errors using the data provided by B1 SDK user

- Analyze the support case-specific technical data and document the progress of the support case
- Access End User system, if necessary
- Reproduce and isolate the support case
- Analyze if the support case can be attributed to a defect of the B1 SDK
- Propose appropriate system configuration or workaround for B1 SDK if the support case cannot be attributed to a defect of the B1 SDK
- Forward support case to SAP if the support case can be attributed to a defect of the B1 SDK and if no SAP Note is available to solve the support case.
- Summarize status of problem message before forwarding the support case to SAP

### 3. Customer Center of Expertise

#### 3.1 Role of the Customer COE

The Customer COE is designated by Partner as a central point of contact for interaction with the SAP support organization. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects. SAP reserves the right to oblige Partner to establish such Customer Center of Expertise.

#### 3.2 Basic Functions of the Customer COE

The Customer COE must fulfil the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Partner support process and skills will be reviewed in the framework of the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from Partner and/or Affiliates provided such Affiliates are entitled to use the Standard Support Solutions under the Agreement. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary customization of Standard Support Solutions and to ensure that planned customizations are in alignment with the SAP software and release strategy. Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Standard Support Solutions and the Customer COE within Partner's organization.

#### 3.3 Customer COE Certification

If Partner does not already have a certified Customer COE upon the Effective Date, Partner must establish a certified Customer COE upon the later to occur of the following: (i) within twelve (12) months after the Effective Date, or (ii) within six (6) months after Partner has started using at least one of the Standard Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. For the avoidance of doubt the Customer COE for B1 SDK program is a product-specific program which meets the specific needs of the B1 SDK ecosystem, it is independent from other Customer COE programs offered by SAP for other customer groups and/or other SAP products. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels is available in SAP Service Marketplace at <http://service.sap.com/smb/sbocustomer/coe>.

### 4. Fees for SAP Standard Support for B1 SDK

#### 4.1 SAP Standard Support fees are included with the fees for the Innovation pack for SAP Business One.

#### 4.2 a) Partner will be invoiced by SAP as outlined in section c) below for incidents or messages in the event Partner fails to meet its level 1 and 2 support obligations, if such incidents have been processed by Partner's support organization, but have been solved by SAP Support (closed with status "Confirmed" by Partner or with status "Confirmed Automatically" by SAP).

b) A number of support incidents require the usage of remote support platform for B1 SDK (RSP) for their resolution. Partner shall ensure that RSP is used for the resolution of such incidents. Information on which incidents are subject is published on the SAP PartnerEdge Portal which can be found at: <http://sappartneredge.com/B1/rsp>. In case such incident is forwarded to SAP by Partner without the usage of RSP, SAP will charge Partner a fee per incident as outlined below in section c).

c) For incidents or messages solved by SAP as described above in sections a) and b) above, SAP will charge Partner a fee per incident or message as outlined in the then current applicable SAP Price List (billing on a "per message basis"). However, SAP will not invoice Partner if SAP has solved five (5) or fewer incidents or messages per quarter. SAP will issue invoices to Partner on a quarterly basis. Such invoices will comprise a list of incidents or messages solved by SAP. As long as incidents or messages are being processed, they are not invoiced to Partner. Invoices will be issued after resolution of an incident or message. All amounts due for solving of such incidents or messages shall be payable by Partner to SAP within thirty (30) days of invoice date. Further information related to message billing can be found here (<https://service.sap.com/~sapidb/011000358700000007912010E/>).

#### 5. Verification

To check the compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) the correctness of the information provided by Partner.

#### 6. Other Terms and Conditions

- 6.1 The scope of SAP Standard Support for B1 SDK offered by SAP may be changed annually by SAP at any time upon three months prior written notice.
- 6.2 Partner hereby confirms that Partner has obtained all licenses for the Standard Support Solutions.
- 6.3 FAILURE TO UTILIZE SAP STANDARD SUPPORT FOR B1 SDK PROVIDED BY SAP MAY PREVENT SAP FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE FOR WHICH SAP CANNOT BE HELD RESPONSIBLE.
- 6.4 In the event SAP licenses third party software to Partner under the Agreement, SAP shall provide SAP Standard Support for B1 SDK on such third party software to the degree the applicable third party makes such support available to SAP. Partner may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Standard Support for B1 SDK. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee.
- 6.5 SAP Standard Support is provided according to the current maintenance phases of SAP software releases as stated in <http://service.sap.com/releasestrategy>.

**Exhibit F-1c**  
**Maintenance Package Terms & Conditions**  
**of the Platform Application Development Cooperation Agreement**

Exhibit A – 1b (Support Cooperation) to the Agreement between Partner and SAP shall apply to the support cooperation of SAP and Partner with regards to joint customers of B1 Extensions and Add-Ons.