

SAP PartnerEdge
Run On Premise Specific Terms and Conditions
("Run On Premise Model")

Article 1 Definitions and Interpretation

1. Definitions

"**Customer Service Agreement**" is defined in the Outsourcing Agreement.

"**Incident**" means the earliest of SAP's or Partner's support organization being informed about a support event starting with a malfunction or functional impairment of the Supported Software which – with reasonable probability – is based on a defect or error of the Supported Software.

"**Product Family**" means an SAP product family which may comprise of one or several SAP software products or services as further set out in the applicable RSPI.

"**Program Requirements**" means that the Partner has to fulfill certain minimum program entry requirements as well as ongoing program requirements, some of which are general PartnerEdge requirements, some of which are specific for the "Run Engagement" and some of which are specific for the different "On Demand" or "Cloud" Product Families, including, without limitation payment of the Program Fee(s), meeting certain minimum annual revenue requirements, upholding a Run Authorization for at least one "On Demand" or "Cloud" Product Family and other requirements as set out in detail in the PartnerEdge Program Guide and the RSPI.

"**Run Authorization**" is defined in the Technical Support Guide.

"**Run Delivered Support**" with regard to this Run On Premise Model means support for the Supported Software as set out in detail in this Run On Premise Model.

"**SAP's Customer Support Website**" means SAP's customer facing support website under <http://support.sap.com/>.

"**SAP Solution Manager**" means a support application which is made available to Partner for Run Delivered Support. Further details are outlined on the SAP' Customer Support Website under <http://support.sap.com/solutionmanager>.

"**Supported End User**" means any end user to that Partner provides support under a Customer Service Agreement.

"**Supported Software**" with regard to this Run On Premise Model means any Software (as defined in the Outsourcing Agreement) that Partner provides services for to End Users under the relevant Outsourcing Agreement.

2. Any terms not defined in this Run On Premise Model will have the meaning ascribed to them in any other part of the Agreement (as defined in the Master Partner Agreement).

3. The headings in this Run On Premise Model are for convenience only and are to be ignored in construing this Run On Premise Model.

4. Any reference in this Run On Premise Model to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.

5. Where the context so admits, the singular includes the plural and vice versa.

PART 1 – General Terms and Conditions

Article 2 Engagement Model

1. Subject to the terms and conditions set out in this Run On Premise Model and only

(a) as long Partner is authorized to provide services to End Users for Software (as defined in the Outsourcing Agreement) under the Outsourcing Agreement;

(b) upon Partner meeting the Program Requirements for the first time and subject to Partner's compliance with all Program Requirements at all times during the term of this Run On Premise Model; and

(c) as long as Partner has achieved and continues to uphold Run Authorization,

SAP hereby grants to Partner and Partner hereby accepts from SAP the right to provide Run Delivered Support for the Supported Software in its own name, at its own risk and for its own account to Supported End Users located in the Territory (as defined in the Run On Premise Schedule).

2. Partner will use its best efforts to provide Run Delivered Support for the Supported Software provided under an Outsourcing Agreement.

Article 3 Introduction to Run Delivered Support

1. Under this Run On Premise Model, Partner will be the primary support provider for the Supported Software. This means that Partner will receive Incidents from Supported End Users and will be obliged to perform its Partner Support Duties (as further defined and explained in Part 2 – Section B Article 4 (Partner Support Duties)).

2. SAP will be the subsequent support provider for the Supported Software and will, after Partner performed its Partner Support Duties, receive Incidents from Partner and perform support according to the Outsourcing Agreement and this Run On Premise Model.

Article 4 Prerequisites for Run Delivered Support

In order to be authorized to provide Run Delivered Support for the Supported Software, Partner needs to fulfill all of the following prerequisites:

1. Outsourcing Agreement

Partner and SAP must have concluded an Outsourcing Agreement and Partner must be authorized to provide services to End Users for Software (as defined in the Outsourcing Agreement) thereunder.

2. Run Authorization

In order to be authorized to provide Run Delivered Support, Partner must, inter alia, have achieved and continue to uphold Run Authorization. Further details can be found in the Technical Support Guide.

Article 5 Term and Termination of this Run On Premise Model

1. Term. This Run On Premise Model comes into effect as of the Effective Date defined in the Run On Premise Schedule and remains in full force and effect until and including 31 December of the same year. Thereafter, its term is automatically extended for subsequent periods of one year.
2. Termination for convenience. Either Party may terminate this Run On Premise Model for convenience with three months' prior written notice to 31 December of each year.
3. Termination for non-compliance with Program Requirements. SAP may terminate this Run On Premise Model with three months' prior written notice if Partner:
 - a) did not meet all of the Program Requirements for the first time within six months after the Effective Date defined in the Run On Premise Schedule; or
 - b) does not comply with any of the Program Requirements excluding the Program Fee for which the termination periods set out in Article 10 (Termination for good cause) no. 1 a) and no. 2 a) of Part 1 of the SAP PartnerEdge General Terms and Conditions apply.
4. Termination for good cause: Besides the termination reasons set out in Article 10 (Termination for good cause) of Part 1 of the SAP PartnerEdge General Terms and Conditions, SAP may terminate this Run On Premise Model immediately upon written notice to the Partner:
 - a) if SAP has reasonable grounds to believe that Partner's conduct in providing Run Delivered Support to Supported End Users negatively affects SAP's legitimate interests. This includes cases where SAP's brand reputation is put at risk by the Partner deviating from SAP's then-current quality standards for Run Delivered Support; and
 - b) if Partner (i) markets or sells maintenance services of third parties for the SAP Product(s) or (ii) allows that third parties directly or indirectly provide maintenances services for the SAP Product(s) in both cases provided that SAP has reasonable grounds to believe that this conduct constitutes a risk to SAP's Intellectual Property Rights or SAP's Confidential Information.
5. Consequences of Termination. If this Run On Premise Model is terminated, rescinded or ends in any other way, Partner's right to provide Run Delivered Support to any Supported End User under this Run On Premise Model as set out in Article 2 (Engagement Model) immediately ends.

PART 2 – Support Services

All of the rights and obligations are between SAP and Partner. This Run Delivered Support Model is not an agreement to the benefit of a specific End User and does not give any End User the right to sue SAP.

A. Services and benefits provided by SAP to Partner under this Run On Premise Model

To support Partner in providing high quality support to their Supported End Users, SAP provides the following services and benefits to Partner in addition to the support services that SAP provides under the relevant Outsourcing Agreement.

SAP Solution Manager

1. Price and Usage Rights granted by SAP to Partner

SAP provides usage rights for the SAP Solution Manager to Partner as set out below.

- a) SAP will provide the usage rights for the SAP Solution Manager as further set out in the applicable SAP Support Schedule (as referenced in the Outsourcing Agreement) for use by Partner without additional charge.
- b) Notwithstanding paragraph 2.4.7 of the SAP Enterprise Support Schedule, Partner will be permitted to use SAP Solution Manager for providing support services to their Supported End Users for the Supported Software.
- c) Use of SAP Solution Manager may not be offered by Partner as a service to third parties even if such third parties have licensed Software and have licensed named users, other than Partner's Supported End Users.

2. Ordering and Operating SAP Solution Manager

- a) SAP Note 925690 contains important information about obtaining SAP Solution Manager. Further information, for example about operating SAP Solution Manager is available on SAP's Customer Support Website at <http://support.sap.com/solutionmanager>.
- b) A direct connection from Partner to SAP using the SAP Support Network and remote access for SAP to the Supported End User system are prerequisites for implementation. Partner undertakes to procure for SAP the necessary consent to access Supported End User systems.
- c) Operation and maintenance of Partner's SAP Solution Manager and the technical integration with the SAP Support Network are Partner's responsibility.

B. Partner's duties towards SAP and Supported End User

Besides Partner's duties mentioned under Section A. the Partner has the following duties:

Article 1 Technical Requirements

Partner's hardware and software must at least meet the list of requirements published on SAP's Customer Support Website.

In particular, the following requirements are mandatory:

- Service and Data Center Operations
 - Partner acknowledges that all Supported Software shall be operated under a Software release that is Mainstream Maintenance as stated in <http://support.sap.com/releasesstrategy>.
- Software
 - Partner must operate test systems to simulate and analyze problems for all Supported Software solutions supported under this Run On Premise Model.
 - Remote connection software as required by SAP (SAP Note 35010).
- Telecommunications infrastructure
 - Fast internet connection (minimum ADSL, greater bandwidth recommended)
 - Hotline number
- Support infrastructure
 - Partner agrees to use procedures, methods, and tools provided by SAP in connection with Run Delivered Support for proactively detecting and correcting typical problems in the Supported Software.

- To leverage SAP Support Network, Partner must ensure that the communications connections between Partner and SAP, which are necessary for remote support to be provided efficiently, are operable at all times and allow satisfactory response times. This also covers the required communications connections to any third parties involved. Partner must bear the connection costs resulting from remote support. SAP recommends that Partner uses the technologies for remote support specified on SAP's Customer Support Website.
- Partner must have installed, configured and be using productively, an SAP Solution Manager system, with the latest patch levels for Basis and the latest or up to two preceding SAP Solution Manager support packages. The same applies to content updates (ST-ICO & ST SER).
- If Partner fails to use SAP Solution Manager, SAP will no longer be obligated to comply with the Service Level Agreements or to deliver Continuous Quality Checks. Partner will operate SAP Solution Manager in accordance with Section A (SAP Solution Manager).
- Partner must ensure that Priority 1 Incidents are forwarded to SAP outside Local Office Times. This can be done by customizing the service desk in SAP Solution Manager. Partner must document Custom Code according to SAP's then-current standards in the SAP Solution Manager (for details see <http://support.sap.com>). The SAP development workbench is to be used for Custom Code or Template development.

Article 2 Requirements regarding Supported End User agreement

- The Incident processing system may automatically collect system data related to Incidents (for example transaction code, program ID, Support Package level, Incident number). In its Supported End User agreements Partner must ensure that each Supported End User gives all consents required by law for this purpose, in particular under data protection law.
- Furthermore, Partner must ensure in its Supported End User agreements that SAP is entitled to access the systems of each Supported End User in order to render Run Delivered Support or any other services. If required by applicable law, Partner must obtain written data protection consents from Supported End Users.

Article 3 Partner responsibilities regarding Incident Processing

- The Partner Support Duties are specified below in Section B Article 4 (Partner Support Duties).
- Partner bears sole responsibility for the provision of Run Delivered Support in relation to all inquiries from Supported End Users.
- When Incidents are reported, Partner will provide support to Supported End Users during Local Office Time in the official language(s) of the affected Supported End User. This applies to all type of Supported Software: SAP's Software including Third Party Software (as defined in the Outsourcing Agreement). Partner shall ensure that each Supported End User can send a support Incident to them at any time of day or night, every day of the week.
- Partner must fulfill all Partner Support Duties for the Supported Software (including Third Party Software (as defined in the Outsourcing Agreement)) before forwarding Incidents to SAP (see Section B Article 4 (Partner Support Duties)).
- Incidents forwarded by Partner to SAP must be in English.
- Partner shall simulate and analyze problems for all Supported Software releases under this Run On Premise Model e.g. by leveraging SAP Solution Manager functionalities, and by running a suitable test environment reflecting the actual Production System.
- Partner will designate a contact person for SAP who will be responsible for managing the delivery of support to Supported End Users. This support manager and will ensure that Partner employees who receive and process Incidents or Top-Issues from Supported End Users forward such Incidents to SAP, if necessary, through SAP Solution Manager. These employees must be adequately qualified to provide support and certified by SAP in accordance with the requirements set out in the Technical Support Guide.
- In order to verify Partner's compliance with the terms of this Run On Premise Model, Partner authorizes SAP to periodically monitor and/or audit (at least once annually and in accordance with SAP standard procedures) Partner's use of SAP Solution Manager in accordance with the rights and restrictions set out in Section A (SAP Solution Manager).

Article 4 Partner Support Duties

Before forwarding an Incident to SAP, Partner must have performed all its Partner Support Duties to try to resolve the Incident using tools and resources indicated in this Run On Premise Model. Below is a description of the scope of support tasks for which Partner is responsible ("**Partner Support Duties**"). These tasks can be referred to as first level and second level support, although in reality these duties are usually performed by the same support consultant or group.

Customer Communication

- Acknowledging receipt of the Incident to the Supported End User.
- Continually updating the Supported End User on the progress of the Incident and notifying the Supported End User whenever an Incident is forwarded to another person within the partner organization or to SAP Support Organization.
- Communicating the solution to Supported End User.

Incident Administration

- Documenting the progress of the investigation in the Incident.
- Translating: All Incidents forwarded by Partner to SAP must be written in English. If the Incident was originally sent by the Supported End User to the Partner in a language other than English, the Partner must write a technical handover summary in English before forwarding it to SAP.
- Assigning the Incident to the correct "SAP component" (queue) in SAP's support system.
- Specifying the Incident priority according to the definitions in SAP Note 67739.
- Describing the business impact of the problem.
- Splitting up Incidents that describe more than one problem into separate reports so that only one problem is described in each Incident.
- Following the appropriate defined process if the issue is a product enhancement request or configuration change request.
- Making sure that the remote connection to the SAP Support Network, including SAP Solution Manager where mandatory, is open and functional.
- Providing a comprehensive problem description, including:
 - Complete technical environment information of the system where the Incident occurred (e.g. operating system, database, support package level);
 - Step by step description of the workflow leading to the Incident;
 - Full syntax of the error;

- Changes to the technical environment since last known functioning state;
- Which SAP Notes or Knowledge Base Articles have been applied to try to resolve the issue; and
- Any documents that provide additional information about the problem, e.g. log files or screenshots.
- Summarizing the current status of the investigation and listing the actions taken to troubleshoot the Incident, before forwarding the Incident to another person within the partner organization or to SAP Support Organization.

Technical Investigation

- Searching available SAP knowledge repositories for known issues and solutions/workarounds, e.g. SAP Notes, SAP Knowledge Base Articles, SAP Community Network.
- Checking the customizing settings.
- Connecting remotely to Supported End User's system as part of the troubleshooting process.
- Using the tracing, monitoring, debugging and remote supportability tools made available by SAP, to analyze the issue.
- Reproducing and validating the problem.
- Isolating the problem to demonstrate the root cause.
- Deciding if the Incident is due to a product defect or not:
 - Proposing appropriate system configuration or workaround if the cause for the Incident is not a defect in the Supported Software; and
 - Forwarding the Incident to SAP Support if the cause for the Incident is a defect in the Supported Software and if no SAP Note or Support Package is available to solve the Incident.
- Testing the solution:
 - Testing, validating and accepting the solution before presenting it to the Supported End User;
 - Working with the end customer to implement the solution; and
 - Backing up all relevant data before the solution is installed (when possible).