

## **Exhibit 4**

### **Maintenance Package SAP Business One VAR**

This Exhibit 4 (Maintenance Package SAP Business One VAR) consists of the following Maintenance Terms & Conditions SAP Business One VAR (A) and the Maintenance Annex SAP Business One VAR (B).

#### **A. Maintenance Terms & Conditions SAP Business One VAR**

##### **Article 1 Preamble**

1. This document describes the scope and provision of the Maintenance Services for the Software offered by SAP and which the PARTNER is entitled to resell to End Users in accordance with Article 14 of Exhibit 1 (SAP PartnerEdge VAR Specific Terms).
2. The General Terms and Conditions set forth in this Exhibit 4 are incorporated into, and form part of, the PartnerEdge Channel Agreement VAR, which taken together with its other Exhibits and Annexes, shall constitute the Agreement between SAP and the PARTNER. References to an "Article" or "Section" in this Exhibit 4 shall refer to the articles and sections in this Exhibit unless the context requires otherwise.
3. Capitalized terms not defined in this Exhibit 4 shall have the meaning ascribed to them in the PartnerEdge Channel Agreement VAR, Exhibit 1 (SAP PartnerEdge VAR Specific Terms) and Exhibit 3 (SAP PartnerEdge General Terms & Conditions VAR).

##### **Article 2 Definitions**

1. "PARTNER Code" shall mean the code developed by the PARTNER.
2. "Incident" shall mean a fault, an error or a malfunction of the Software perceived by the End User for which assistance is required.
3. "Incident Root Cause Analysis" shall mean the analysis and classification of an Incident as a hardware problem, handling issue, data quality issue, software fault, etc. Treatment and routing of such Incident is dependant on the result of the Incident classification.
4. "Initial Term" shall mean the period of time (i) between the date SAP has started to provide Maintenance Services to PARTNER for the first time with regards to a particular End User and (ii) December, 31st of the next full calendar year following such date; however, if the provision of Maintenance Services starts on January 1st of a calendar year, the Initial Term shall end December 31st of the same calendar year.
5. "Renewal Term" shall mean any year following the Initial Term, with the year immediately following the Initial Term being the "1st Renewal Term".
6. "Sales Order(s)" shall mean an order for Maintenance Services issued by PARTNER to SAP for the benefit of a specific End User.
7. "Support Case" shall mean a support Incident in the SAP environment based on a failure or functional impairment of the Software as stipulated in Article 9 of the PartnerEdge General Terms & Conditions VAR. As soon as either PARTNER's or SAP's support organization is informed of such Incident, an Incident becomes a Support Case.

##### **Article 3 Supported Software**

1. Maintenance Services will be provided by SAP for the most recent Software currently being shipped. These services are specified in Exhibit 4 as well as in the current Price List. SAP will provide Maintenance Services for older Software in accordance with the SAP release strategy posted on SAP's online information platform (hereinafter "SAP Service Marketplace").
2. Especially without being limited to, SAP will NOT provide Maintenance Services under the following circumstances:

- any problem that arises because the PARTNER or End User has altered the Software or that arises from the use of the Software in breach of license provisions, or on a hardware environment or in connection with a software environment other than as described in the pertinent documentation. SAP does not provide Maintenance Services and shall not be required to provide Maintenance Services for any databases, on which SQL-queries were executed manually or via triggers, which modify datasets or data structures within a Software database. These queries include update-, delete- and drop-statements.
- for third-party products for which the PARTNER has not obtained a license as part of the Software, even if such products are delivered together with the Software.
- for problems that do result from inappropriate installation, unsatisfactory End User training, lack of or incorrect business design, incorrect operation, or faulty hardware.

#### **Article 4 Maintenance Services for End Users**

1. The scope of standard Software Maintenance Services includes:
  - Continuous improvement (Correction Packages - Support Packs and Patches, new Releases, change management)
  - Problem Resolution as set out in the Support Level description under Article 7
  - Quality Management (monitoring tools, Proactive Remote Services – remote support platform for SAP Business One as described in the Services Operational Guide)
  - Knowledge Transfer (SAP Marketplace)
2. SAP will make the most recent Releases (incl. new Versions, Updates and Upgrades) and Correction Packages of the Software available to the PARTNER as they are or become available. SAP continuously develops the quality and updates the technology of the Software, eliminates defects, and provides the resulting work to customers in new Software Releases. Minor functional enhancements are included. Alternatively, SAP may introduce extended capabilities as new software products. Such new products or function blocks are not covered by contracts already in force. However, the PARTNER has no right to have any particular additional functions adopted in the Software, and SAP will determine the scope and content of the most recent Releases of the Software at its own discretion. The most recent Releases of the Software are usually made available by electronic means (electronic delivery) but can be supplied by mail if an administration charge is paid.
3. SAP will make Correction Packages (in the form of Support Packages or Patches) available to the PARTNER. Correction Packages contain improvements to the Software and are supplied independently of Releases and outside the Release cycle. Correction Packages will be made available as downloads via the password-protected support areas in the SAP Service Marketplace or by other electronic means. Correction Packages and new Releases are deemed Software within the meaning of Article 2 Section 22 of Exhibit 3 (SAP PartnerEdge General Terms & Conditions VAR).
4. SAP will grant the PARTNER access to the password-protected SAP Service Marketplace, in turn giving access to the technical notes (hereinafter "SAP Notes") database, problem message-processing system, and support communication area, as a means of supporting the operation of PARTNER's own End User hotline. SAP will determine the scope and content of the SAP Notes database at its own discretion. End Users and PARTNER may at any time contribute comments and remarks, as well as submit suggestions for improvement. The SAP Service Marketplace may thus also contain SAP notes created by third parties which have not been released by SAP. The PARTNER must therefore review all information for plausibility before using it in live operation and instruct its End Users accordingly. SAP may modify the content of this exhibit, especially the scope of the Maintenance Services from time to time at its own discretion in accordance with Article 8 of Exhibit 3 (SAP PartnerEdge General Terms and Conditions VAR).
5. The channel for Maintenance Services provided by SAP will be the SAP Service Marketplace. The access to the SAP Service Marketplace will allow the PARTNER to submit Support Cases to SAP and to communicate with SAP regarding Support Cases. Where available, Maintenance Services will be rendered to PARTNER in local language. Outside business hours or where such local language support is not available, maintenance services will be rendered in English. Details about Support Cases and Support Levels are stipulated below in Article 7 below. SAP will use the SAP Service Marketplace to provide the PARTNER with updates regarding the progress of the Support Case resolution process. The PARTNER

involved in the Support Case can call up the status of the Support Case resolution process at any time in the SAP Service Marketplace.

6. SAP targets initial reaction (without providing the solution for a Support Case) of 1 hour for Support Cases with priority "very high" as defined in Article 7 Section 2.1 and 24 hours for all other priorities defined in Article 7 Sections 2.2 to 2.4.
7. SAP offers the following support model for Maintenance Services.
  - The PARTNER shall provide Support Levels 1 and 2 for the Software
  - SAP will provide Support Level 3 for the Software

The additional specific responsibilities and contractual obligations associated with this Support are described in detail in the Maintenance Annex SAP Business One VAR.

#### **Article 5 SAP Partner Support**

1. The SAP Partner Support Line is available to the PARTNER in response to Support Cases on workdays from 9 A.M. to 6 P.M. local time. SAP may – at SAP's sole discretion – support the PARTNER upon reasonable request of the PARTNER if such support is required for the Support Case remedy.
2. Communication between the PARTNER and SAP must be by using the support infrastructure provided by SAP and the current SAP Notes in the SAP Service Marketplace.

#### **Article 6 PARTNER's general obligations**

1. The PARTNER must make available all new Releases (incl. new Versions, Updates and Upgrades) and Correction Packages it receives from SAP to its End Users without undue delay. The PARTNER must operate its own End User hotline on workdays from 9.00 A.M. to 6.00 P.M. local time at the PARTNER's office in the End User's official national language.
2. SAP and PARTNER will log all relevant information in the SAP Service Marketplace. The PARTNER and SAP are responsible to monitor the SAP Service Marketplace for Support Cases to meet their agreed reaction times. Furthermore, the PARTNER shall ensure that it is at all times capable to access and monitor the SAP Service Marketplace.
3. Within the SAP Service Marketplace, SAP has created designated SAP product components (hereinafter "Queues") for all products under SAP maintenance. The PARTNER shall forward all Support Cases to SAP via a corresponding Queue, and the PARTNER will respond to SAP and to the End User by using the SAP Service Marketplace. The PARTNER shall monitor this Queue regularly and assure, for the Support Cases attributed to that Queue, the availability of technical support agreed on between both parties under this Agreement.
4. The PARTNER shall check the SAP Channel Partner Portal for SAP Hotnews published by SAP regarding the Software. SAP recommends that such checks are conducted on a daily basis.
5. The PARTNER will run test systems to simulate and analyze problems for all Releases of the Software supported under the Maintenance Package SAP Business One VAR.
6. The PARTNER will deploy SAP's remote support platform for SAP Business One to its End Users (provided free of charge by SAP) and will ensure that it is implemented and used by its End Users.
7. The PARTNER must, deploy the troubleshooting utilities that are suitable to remedy faults in the Software and that SAP makes available to the PARTNER as part of this Maintenance Package SAP Business One VAR, at its own site and on its End Users' systems, in accordance with the current SAP Notes in the SAP Service Marketplace. To use these utilities, it is necessary to have a functioning telecommunications connection between the End User and the PARTNER or, if Support Levels are provided by SAP, between the End User and SAP.
8. The PARTNER must meet the obligations to take due care and must properly prepare the problem message when forwarding a message to SAP. This shall include but is not limited to:

After completion of the implementation of the Software at End User's site (hereinafter "End User Project Implementation Phase") the PARTNER must hand over the End User system data required for the SAP Partner Support in the form made available by SAP in the SAP Service Marketplace and maintain the End User system data and where necessary must update this data in the SAP Service Marketplace, at the latest at the time support is to be provided.

9. The PARTNER must, as a provision in its End User software maintenance agreements, obtain appropriate written data protection consents from its End Users. Furthermore, PARTNER must ensure in its End User agreements that SAP is entitled to access the End User systems in order to render any Maintenance Services described hereunder.
10. For satisfactory remote support, the PARTNER must ensure that the End User sets up and maintains an internet connection which meets SAP's technical specifications for SAP Business One remote support and has obtained a separate license for a web browsing software that allows the proper rendering of the Maintenance Services. According to SAP's experiences, the currently offered Maintenance Services are most properly rendered when the End User installs the Microsoft Internet Explorer. Furthermore, PARTNER must ensure that PARTNERS and End Users hardware and software installation always meet the requirements published on the SAP Service Market Place updated from time to time. Such installation shall include but are not limited to remote connection software and database analyzing tools.
11. In particular, the PARTNER shall ensure that:
  - its End-Users install an End User helpdesk (hereinafter "Helpdesk") that shall perform Incident Root Cause Analysis to qualify the nature, the potential origin and the code responsibility (Software, PARTNER Code or Extension);
  - the End-User Helpdesk (or its representatives) contact(s) the PARTNER through a Support Case if such Support Case is related to the Software according to the Incident Root Cause Analysis conducted by the End User;
  - the End-User Helpdesk (or its representatives) contact(s) the PARTNER through a Support Case if such Support Case is related to the PARTNER Code or an Extension sold or resold by the PARTNER.
12. Upon SAP's request, PARTNER shall report to SAP the total number of messages received (support Incidents related to Software) from End Users during a given period of time regardless of the communication channel through which the message was received. However, such period of time shall not exceed a maximum of twelve (12) months prior to the date of SAP's request. PARTNER shall provide this information to SAP latest thirty (30) days after receipt of such request.

## **Article 7 Principles for the provision of Maintenance Services**

SAP and PARTNER will adhere to the support processes as outlined in this Section.

### **1. Support Levels**

The Maintenance Services for End Users shall comply with the following levels of support.

#### **1.1 Support Level 1**

Support Level 1 receives all Support Cases from End Users and fulfills the following tasks:

- Complete name and contact details of the person reporting the Support Case.
- Check if Support Case report from End User is complete and if necessary, obtain missing data and information from End 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, Software Development Kit, 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 based on the definitions set out in Section 2 below.
- 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 at End User's site for remote support.
- Summarize status when forwarding the Support Case to Support Level 2.

## 1.2 Support Level 2

Support Level 2 is sub-sequent to Support Level 1 and shall comply with the following tasks:

- Search for errors using the data provided by End 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 Software
- Propose appropriate system configuration or workaround for Software if the Support Case cannot be attributed to a defect of the Software
- Forward Support Case to Support Level 3 if the Support Case can be attributed to a defect of the Software and if no SAP Note is available to solve the Support Case.
- Summarize status of problem message before forwarding the Support Case to Support Level 3

## 1.3 Support Level 3 (development support)

Support Level 3 is sub-sequent to Support Level 2 and shall comply with the following tasks:

- Analyze in detail all Support Case related data
- Access End User system if deemed necessary
- Analyze the End User system regarding the Support Case
- Assist the End User in order to perform the required and applicable Support Case remedy by using workaround recommendations or fixes if available and deemed necessary
- Specify expected duration to fix defect
- Change coding
- Provide fixes
- Recommend workarounds, if available and deemed necessary
- Create new or modify existing SAP Notes

Whenever a Support Case is forwarded to the next Support Level, the End User shall be notified hereof by the PARTNER.

## 2. Support Case priorities

### 2.1 Very high:

A problem message or Support Case is categorized with the priority "very high" if the problem has very serious consequences for normal business transactions and urgent work cannot be performed. This is generally caused by the following circumstances:

- Absolute loss of a system
- Malfunctions of central SAP system functions in the production system of the End User
- Delays to the planned production startup or upgrade within the next 3 workdays
- The problem message requires immediate processing because the malfunction may cause serious losses.

## 2.2 High:

A problem message or Support Case is categorized with the priority "high" if normal business transactions are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system necessary in the actual situation.

The problem message requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.

## 2.3 Medium:

A problem message or Support Case is categorized with the priority "medium" if normal business transactions are affected. The problem is caused by incorrect or inoperable functions in the SAP system.

## 2.4 Low:

A problem message or Support Case is categorized with the priority "low" if the problem causes few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions in the SAP system that are not required daily, or which are rarely used.

## 2.5 After consultation with all involved parties, SAP is entitled to change the priority of a Support Case.

## 3. Escalations

In an Escalated Case, SAP and the PARTNER will jointly endeavor to solve the issue. An Escalated Case shall mean a critical situation in which a Support Case may result in a major negative business impact for an End User and in which SAP determines that such Support Case cannot be solved in time with the SAP and the PARTNER support procedures as set out in this document.

SAP and the PARTNER agree that they will provide a contact number and contact procedure to each other available twenty-four hours a day and seven days a week ("24x7") to handle Escalated Cases.

The escalation process may be initiated by the End User, PARTNER or SAP. SAP reserves the right to decide whether such escalation process is justified and will be processed. Escalated Cases are processed according to their severity or priority as per definitions in Section 2 above.

SAP decides whether an Escalated Case remains classified as such depending on whether the Support Case is reasonably solved or the End User situation reasonably no longer requires special attention. The Escalated Case is closed by the End User. SAP and the PARTNER agree to initially bear their own costs that might arise from the Escalated Case. Once the escalation is terminated, SAP and the PARTNER will mutually agree how costs will be shared between SAP and the PARTNER and eventually the End User according to the Incident Root Cause Analysis for the escalation.

## **Article 8 Remuneration**

1. Every Maintenance Services Sales Order for a specific End User represents a separate contract between SAP and PARTNER. A Sales Order must be placed by PARTNER in writing or by electronic means provided by SAP.
2. PARTNER's liability to pay the fees for Maintenance Services for a specific End User commences in the month following the delivery of the Software to PARTNER.

3. The fees for Maintenance Services shall be paid in advance per calendar year. In the first year of delivery of Maintenance Services, the fees will be invoiced from the month following the delivery of the Software to PARTNER to the end of the calendar year. All subsequent fees for Maintenance Services will be invoiced by SAP annually in advance at the beginning of the calendar year. All remuneration for Maintenance Services shall be payable by PARTNER to SAP within thirty (30) days of invoice date.
4. Maintenance Services must always cover all End User Software installations. PARTNER may only utilize and order Maintenance Services if all of its End User Software installations are under maintenance. If this is not the case, PARTNER must terminate its software maintenance/support agreements with such End User in their entirety. A partial termination is not permitted.
5. If PARTNER does not order Maintenance Services for a particular End User immediately after delivery of the Software to PARTNER, but orders them later to obtain a new Software Release, or in case Maintenance Services are otherwise declined for some period of time, and are subsequently requested or reinstated, PARTNER may obtain Maintenance Services for such End User only upon payment of the fee for Maintenance Services that it would (pursuant to the then current and applicable Price List) have had to pay had it agreed to take Maintenance Services from the time of Software delivery. In case of reinstatement of Maintenance Services, a reinstatement fee may apply. Payment of such fees falls due immediately and in full. These provisions also apply after termination of the Maintenance Services Sales Order for a particular End User if PARTNER wishes to enter into a new agreement for such End User and to termination and re-activation of the SAP PartnerEdge Channel Agreement VAR between PARTNER and SAP.
6. PARTNER may terminate Maintenance Services Sales Orders only by giving three (3) months prior written notice to the end of either (a) the Initial Term or (b) any Renewal Term. It is recommended that this is reflected by PARTNER in the support and maintenance agreements with End Users. For clarification purposes: PARTNER may only terminate Maintenance Services for all Software installations of an End User. Partial termination is not permitted. Any additional Software purchases/licenses must be added to Maintenance Services by a separate Sales Order.
7. When PARTNER terminates Maintenance Services Sales Orders, PARTNER will provide SAP with the name and customer identification number of the respective End User, the reason for termination, the effective date of termination, and a copy of the respective End User termination notice to PARTNER.
8. SAP may terminate at any time Maintenance Services Sales Orders by giving three (3) months prior written notice to the end of either (a) the Initial Term, or (b) any Renewal Term. It is recommended that this termination right of SAP is reflected accordingly in PARTNER's End User agreements. SAP shall be entitled to terminate Maintenance Services Sales Orders upon thirty (30) days prior written notice if PARTNER fails to pay any portion of or all remuneration due and owed for Maintenance Services ordered by PARTNER.
9. In the event of termination of Maintenance Services for an End User by PARTNER or SAP, SAP will endeavor, as the case may be, to transfer such End User within three (3) months after issuance of the termination notice to another SAP partner with regards to provision of Maintenance Services. PARTNER shall continue to collect all fees due from such End User until effect of such termination. In accordance with the respective maintenance agreement or exhibit concluded by SAP and PARTNER, SAP reserves the right to offer Maintenance Services directly to such End User.
10. Upon termination of Maintenance Services for an End User or termination of the Agreement between PARTNER and SAP, PARTNER shall return to End User(s) all information provided to PARTNER which is relevant for provision of support for Software. PARTNER agrees to actively support migration of End User(s) to a replacement support provider for Maintenance Services (either SAP itself or an authorized SAP reseller).
11.
  - 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 SAP Business One (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/>).

## **Article 9   Warranty**

Article 9 of Exhibit 3 (SAP PartnerEdge General Terms & Conditions VAR) also applies as appropriate to defects as to quality and defects in title in the Software delivered as part of the Maintenance Package SAP Business One VAR. A right to terminate for cause replaces the right to rescind this Maintenance Package SAP Business One VAR. Any right to reduction of remuneration applies in respect of the remuneration payable under this Maintenance Package SAP Business One VAR.



## B. Maintenance Annex SAP Business One VAR

The PARTNER shall order Maintenance Services for a particular End User via the SAP Channel Partner Portal.

### Article 1 Partner Support

#### 1. PARTNER responsibilities

In addition to PARTNER's **general obligations** set out in Article 6 of the Maintenance Terms & Conditions SAP Business One VAR, PARTNER shall assume the following responsibilities: PARTNER shall provide Support Levels 1 and 2 for the Software and shall provide such Support Levels at least at the same level as SAP and as set out in Article 4 of the Maintenance Terms & Conditions SAP Business One VAR.

The PARTNER will receive the Support Cases from the End User Helpdesk.

If an Incident Root Cause Analysis at Support Level 2 indicates that the problem is attributable to the Software, the PARTNER shall forward the Support Case to SAP via the SAP Service Marketplace.

If after transfer of a Support Case to SAP it is detected that such Support Case is in fact attributable to the PARTNER Code or Extensions sold or resold by the PARTNER and not to the Software, SAP shall notify the PARTNER. The PARTNER shall then notify the End User that such Support Case is not attributable to the Software. The PARTNER shall follow up such Support Case itself or with the ISV that manufactured the Extensions and shall close the Support Case in the SAP Service Marketplace upon resolution. SAP shall not have any further obligations with regard to such Support Case. SAP may, however, offer the PARTNER to resolve such Support Case in accordance with SAP's then current Terms and Conditions for Consulting Services.

#### 2. Prerequisites to be met by the PARTNER

In addition to PARTNER's duties set out in Article 6 of the Maintenance Terms & Conditions SAP Business One VAR PARTNER may only provide support as outlined in Section 1 above after having fulfilled the following requirements and having successfully completed the following steps:

##### STEP 1: Initial Setup

- (a) The PARTNER shall set-up an End User hotline and Support Case logging functions for End Users.
- (b) The PARTNER shall provide at least remote support and update connections between its Hotline and End Users as follows:
  - telephone system with call forwarding feature or preferably with automatic call distribution (ACD), voice mail, e-mail and a fax machine;
  - one call center agent to operate the End User hotline as set forth in Article 6 Section 1 of the Maintenance Terms & Conditions SAP Business One VAR;
  - test system for testing and reproduction of End User problem messages or Support Cases;
  - communication connections and internet connections with sufficient response times as set out as technical minimum requirements on the SAP Service Marketplace;
  - a suitable application sharing tool for the provision of reasonable End User remote support

##### STEP 2: Support Evaluation

At SAP's request, the PARTNER shall provide all information reasonably requested by SAP which enables SAP to verify that the PARTNER's maintenance and support structure and processes meet the requirements set forth in STEP 1 above. The PARTNER agrees to compensate SAP for all costs reasonably incurred by SAP in connection with such verification process and to implement SAP's reasonable recommendations following such assessment if this is necessary to meet the requirements set forth in STEP 1 above.

STEP 3: Empowering

The PARTNER shall ensure at all times that at least two members of his staff are certified SAP Business One Support Consultants.

STEP 4: Operations

(a) Upon successful completion of Steps 1 to 3 and only if the PARTNER adheres to its ongoing obligations under SAP PartnerEdge Channel Partner Program, PARTNER shall be entitled to deliver Support Levels 1 and 2 to End Users.

(b) At SAP's own discretion, SAP may review the PARTNER's performance in the provision of Support services.

(c) The PARTNER shall deploy procedures, methods and tools provided by SAP which are suitable for the proactive detection and correction of typical errors in the Software and shall ensure that they are implemented and used by End Users. The PARTNER shall ensure that the remote support platform for SAP Business One is used at least monthly at End Users' installations.

3. Support Level to be provided by the PARTNER

The PARTNER shall adhere to the below mentioned Initial Reaction Times (IRT) and Maximum Processing Times (MPT), when communicating with the End User and other Support Levels.

Definitions:

"Initial Reaction Time" shall mean:

- The PARTNER will acknowledge the entry of a Support Case and give a qualified response to the End User within the defined time;
- at priority "very high", the time is measured in real time irrespective of the PARTNER's regular office hours;
- at all other priorities, the time is measured in business hours that fall in the PARTNER's regular office hours.

"Maximum Processing Time" shall mean:

- The PARTNER shall provide a solution or a workaround within the specified time frame.
- The PARTNER shall forward a Support Case to SAP's Support Level 3 support within the specified time frame in case the Incident Root Cause analysis of the Support Case indicates a problem in the SAP source code.

Priority	Severity	Targeted Initial Reaction Time	Targeted Maximum Processing Time
Very high	Emergency	60 minutes (real time)	8 hours (real time)
High	Critical	4 business hours	2 business days
Medium	Non-critical	8 business hours	4 business days
Low	Minor	16 business hours	8 business days

4. SAP responsibilities

SAP shall provide Support Level 3 for the Software via the SAP Service Marketplace.