

OEM License Program Schedule

The parties agree that their contractual relationship shall be governed by the terms and conditions of the Agreement (as defined below). The agreement consists of (1) the OEM Partner Agreement General Terms and Conditions ("GTC"), a copy of which is found at <http://www.sap.com/agreements/north-america>, current at the time of execution of the first Order Form referencing this Program Schedule, (2) this Program Schedule, (3) applicable Order Form(s) referencing this Program Schedule and the GTC, (4) the Software Use Rights, and (5) all other applicable exhibits or schedules referenced by the GTC, this Program Schedule or applicable Order Forms. This Program Schedule, together with the GTC, Software Use Rights, applicable Order Forms and all applicable exhibits or schedules incorporated by reference or referenced therein shall constitute and construed as a separate agreement (the "Agreement").

All capitalized terms not defined herein shall have the meaning ascribed to it in the GTC.

1. DEFINITIONS

"ASP Services" shall mean application services that are provided by Partner who allow End Users to remotely access, or otherwise receive the benefits of, the Software used in combination with Partner Products installed on hardware owned or controlled and in any event operated by Partner via a private network or the Internet. ASP Services may include providing administration, installation, redundancy, back-up and technical support services as they apply to the deployment and management of the Software.

"Bundled Products" means the Software in combination with the Partner Product where the Software is integrated and embedded as part of the Partner Products. The Software cannot be Used by any End User independent of Partner Products.

"Data Center(s)" means the site or sites at which the Software will be hosted, to enable Partner to provide the ASP Services to its End Users. Such site or sites shall at all times be owned or controlled and operated by the Partner and/or a third party accepted by Licensor in writing.

2. GRANT OF RIGHTS

2.1 Grant of Licenses.

(a) On-Premise Distribution License. If selected as the License Type for the applicable Software in Exhibit A, Licensor grants Partner during the term of this Agreement a nonexclusive, nontransferable license to reproduce, market, distribute and license the Software (including the Integration) together with the associated documentation to End Users only as integrated and embedded as part of the Partner Products to represent a single combined offering in the Territory, subject to the terms of this Agreement (the "On-Premise Distribution License"). "On-Premise" means software provided by Partner via electronic download, physical delivery, or any other delivery mechanism where such software is physically installed at the End User's location. For clarification, this Agreement does not contain a license to use, directly or indirectly, any Licensor or its Affiliates' software or other third party software (including without limitation, third party runtime database) not listed in Exhibit A ("Non-Licensed Software"). Any use or access of the Non-Licensed Software, directly or indirectly, is subject to its respective license agreement which grants direct license rights to such software.

(b) ASP License. If selected as the License Type for the applicable Software in Exhibit A, Licensor grants Partner a nonexclusive, nontransferable license to use the Software in the Territory only in the Data Center(s) to provide ASP Services to End Users solely in connection with the use of the Partner Products ("ASP License"). In providing ASP Services, Partner agrees to be bound by the terms of the Agreement, including the Software Use Rights. Notwithstanding the foregoing, to the extent client software that runs on computers not owned by Partner is provided for Use with the Software for ASP Services, Licensor grants Partner the right to reproduce and distribute such client components to the same extent as the On-Premise Distribution License, provided that: (i) such End Users shall only be permitted to use the client component of the Software to access the Bundled Product solely in connection with Partner's ASP Services, and (ii) End User shall not be granted general development access or use of the Software.

(c) Evaluation License. Subject to the terms of this Agreement and solely to assist with Partner's sales activity in connection with the distribution of the On-Premise Distribution License, Partner may distribute in the Territory a reasonable number of copies of the Bundled Products to prospective End Users up to a maximum of 60 days (or such longer period as approved by Licensor in writing), provided that the evaluation copies must not be used in production and the Software shall be destroyed or deleted at the end of the evaluation period. Partner shall provide an evaluation license agreement with every evaluation copy of the Bundled Product.

2.2 Distribution through Affiliates, Resellers and Distributors. Subject to the terms specified in Section 2.3 of the GTC, Licensor grants Partner the non-exclusive right during the term of this Program Schedule to authorize its Affiliates, distributors and/or resellers to further distribute and license the Bundled Products, provided that Partner will ensure that anyone it authorizes to distribute or resell the Software does so only in compliance with, and pursuant to written terms at least as protective of Licensor as, the terms of the Agreement, in particular Sections 2.3 and 3.1 of the GTC. Partner shall be liable to Licensor for any breach of the terms by such Affiliates, distributors and reseller to the same extent as Partner would be liable to Licensor under the Agreement for such a breach by Partner. Notwithstanding the foregoing, any Software licensed under an ASP License may not be distributed by Partner to any of its Affiliates, distributors or resellers. Any Software for ASP Services must be deployed on computer hardware located at a Data Center(s).

3. **PAYMENT OF FEES.** Licensor will invoice Partner in the currency as indicated in any Order Form, or any other currency agreed between the parties and indicated in the applicable Exhibit C, based on Partner's report on the fees, and any applicable minimum license fee or such other fees as specified in the applicable Exhibit C.

4. TERM; TERMINATION

4.1 The term of this Program Schedule shall be as specified in Exhibit C-1 ("Initial Term"), unless earlier terminated as set forth herein and in the Agreement. This Program Schedule may be extended by a term to be defined upon mutual written agreement of the parties only.

4.2 This Program Schedule may be terminated in accordance with the Agreement. For the avoidance of any doubt, termination of this Program Schedule shall strictly apply to all licenses issued under all Order Forms or such other documents for Software licensed pursuant to this Program Schedule and any partial termination thereof by Partner shall not be permitted in respect of any part of this Program Schedule, Order Forms, or other order documents for Software licensed pursuant to this Program Schedule.

- 4.3 Obligations on Termination. Upon termination or expiration of this Program Schedule for any reason and in addition to such other obligations on termination as set forth in the Agreement, Partner's right to initiate providing ASP Services using the Software to new customers shall immediately terminate. Provided Partner is not in breach with terms of the Agreement, Partner may continue to use its perpetual ASP Licenses to provide ASP Services to its ASP End Users that are contracted with Partner as of the date of the termination of this Agreement (except that Partner may not renew for any additional renewal periods after the termination or expiration of this Program Schedule), subject to Partner's continuing compliance with the terms of this Agreement.