- Embedded Licensing Schedule - to the Platform Application Development Cooperation Agreement

This Schedule consists of the Exhibits E – 1, E – 2, and E - 3 and is hereby annexed to and made a part of the Platform Application Development Cooperation Agreement.

Exhibit E – 1 - Embedded License - to the Platform Application Development Cooperation Agreement

This Exhibit E - 1 to the Agreement between Partner and SAP stipulates the terms of Embedded Licenses available to Partner for sublicensing to End Users as part of a Bundled Product.

1. DEFINITIONS

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

2. GRANT OF RIGHTS

2.1 Grant of Licenses.

(a) On-Premise Distribution License (Perpetual)

The On-Premise Distribution License entitles Partner to grant On-Premise End User Perpetual Licenses to End Users. This means that the End User shall have such non-exclusive and perpetual license to use the Software included in Bundled Products subject to the terms and conditions of the Agreement.

Licensor grants Partner during the term of this Agreement a non-exclusive, non-transferable license to reproduce, market, distribute and resell the Software together with the associated Documentation in the Territory only as part of the Bundled Products to End Users, subject to the terms of this Agreement **("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.

(b) ASP License (Perpetual)

ASP License (Perpetual) means that Partner shall have the non-exclusive and perpetual right to use the Software included in Bundled Products subject to the terms and conditions of the Agreement, in order to provide ASP Services to End Users.

Licensor grants Partner during the term of this Agreement 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 Packaged Platform Application ("ASP License"). In providing ASP Services, Partner agrees to be bound by the terms of the Agreement as well as 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 License, 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.

For clarification, this Agreement does not contain a license to use, directly or indirectly, any SAP Group Company software or other third party software not listed in Exhibit E-3 (pricing sheet).

For clarification purposes: Partner shall not make Software available in the context of escrow services to End Users.

2.2 Bundled Products

(a) End User License Agreement. Partner shall contract directly with the End User for the license of the Bundled Products. The End User License Agreement for such Bundled Products shall permit End User's Use of the Software only with the Packaged Platform Applications, for the sole purpose of enabling performance of such Packaged Platform Applications and integrating data from Packaged Platform Applications, with data access limited to data created or used by such Platform Applications **(collectively, referred to as "Embedded License")**. Partner shall use commercially reasonable efforts to ensure that each End User and, in case of the licensing of Bundled Products to a distributor, reseller or Partner Affiliate, any of the latter is not violating the limitations imposed on them according to this section 2.2 (a) and (b). In the event Partner becomes aware that an End User and, in case of the licensing of Bundled Products to a distributor, reseller or Partner Affiliate any of the latter is violating the limitations imposed on them according to this section 2.2 (a) and (b), Partner shall promptly notify Licensor of such. Partner shall reasonably cooperate with Licensor to enforce the limitations imposed according to this section 2.2 (a) and (b) to the fullest extent possible. Neither the Agreement nor this Exhibit grants any rights to Partner to distribute, resell or sublicense the Software in its stand-alone form.

(b) Embedded License. Partner may market and sublicense the Software only (i) in the Territory (ii) as integrated and embedded as part of the Packaged Platform Applications to represent a single combined offering under an Embedded License (iii) registered for Embedded License based on the registration form made available by SAP to Partner under an Embedded License described below, (v) only pursuant to the licensing and use restrictions as set forth in the Agreement and the Software Use Rights, (vi) and only available to Partner if Partner has licensed an applicable Innovation Pack from SAP as set forth in – the Main Agreement. Any Third Party Products contained in or provided with the Software may only be used as part of the Software. Partner shall not create a Modification of any third party products embedded in SAP Software or otherwise use third party products embedded in SAP Software on a standalone basis. It is the intention of the parties that Platform Applications that are software must add significant and primary additional functionalities to the Software in order to qualify as Platform Applications under the Agreement. Partner warrants that the Platform Applications provide significant and primary additional functionalities to the Software.

2.3 Distribution through Affiliates, Resellers and Distributors. Subject to the terms specified in section 2.2 Licensor grants Partner the non-exclusive right during the term of this Exhibit (i) to authorize its Affiliates, distributors and/or resellers to further resell the Bundled Products to their End Users (ii) and/or to authorize its Two-Tier Partners to further distribute and/or resell the Bundled Product to their Affiliates', distributors' and/or resellers' End Users, 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 section 2.2. 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. Neither the Agreement nor this Exhibit grant any further rights to Partner and/or Two-Tier Partner to distribute, resell or sublicense the Software in a multi-tier distribution system other than set forth hereunder.

3. ADDITIONAL SOFTWARE TERMS

3.1 Partner's rights to distribute or sublicense Software (including any Software previously licensed under the Agreement or other Partner license agreements) shall in no event extend to any Release earlier than the Release indicated in the table of the application registration form.

3.2 Software listed in this Exhibit shall include New Releases of the same Software on Licensor's applicable Embedded License Pricing Sheet provided as Exhibit E-3 that are (i) under mainstream maintenance of the then current release strategy for Software releases as stated in http://service.sap.com/releasestrategy **("Mainstream Maintenance")**, and (ii) made generally available by Licensor to its Partners hereunder.

3.3 Partner may only distribute or sublicense any Release of the Software (including any Software licensed previously under the Agreement or other license agreements) for as long as such Release is under Mainstream Maintenance.

3.4 Software may only access any data created or used by Bundled Products.

3.5 For clarification purposes: Software listed in Exhibit E-3 (pricing sheet) and provided to Partner under this Agreement shall only be used as an Embedded License as outlined in Exhibit E-1 (Embedded License).

3.6 SAP InfiniteInsight. Licensee may extract data from any data source into the licensed SAP InfiniteInsight component(s) and/or push data out of the licensed SAP InfiniteInsight component(s) into any licensed data source. An additional SAP Named User license will not be required solely for the one-way extraction of data into the licensed SAP InfiniteInsight component(s) where the data source is SAP Software and/or Third Party Software licensed from SAP. SAP InfiniteInsight Modeller is provided only for the Partner's internal use and may not be distributed or sublicense to any third parties.

4. SUPPORT AND MAINTENANCE

4.1 End User Support by Partner. Partner will be responsible for providing direct technical support for the Software to End User licensing the Bundled Product from Partner or Partner's Affiliates, distributors or resellers. Partner's support obligations will include, but not necessarily be limited to, answering product use questions, diagnosing problems, and using reasonable efforts to provide solutions to problems. Partner's technical support personnel shall include persons trained and qualified on the Software as specified in the Agreement. Training and qualification will be at Partner's expense and at Licensor's then-current published rates.

4.2 OEM Support and Maintenance. Partner will designate its technical contact representatives ("Named Contacts") to whom Licensor (or a Group Company) will provide access to OEM Support and Maintenance for the supported Software during the term of this Agreement, provided that Partner has paid the OEM Support and Maintenance fee specified hereunder. OEM Support and Maintenance is provided to Partner only.

5. REPORTS; PAYMENT OF FEES

5.1 Payment Reports. Within twenty (20) days after the close of each calendar quarter or as otherwise specified in Exhibit E, Partner will deliver to Licensor a report which will provide all information reasonably required by Licensor identifying each End User by an unique customer number, customer name (no abbreviations), customer address (street, city, postal code, country), and group (if any) for computation and/or confirmation of the fees, if any, due or credited to Licensor for the period being reported, including without limitation: (i) license information (material code/software description, license quantity, license metric, and associated license fee due Licensor), and (ii) applicable OEM Support (as defined in Exhibit E-2) and/or support and maintenance fees, associated maintenance rate and indicating whether it is first year maintenance or a renewal, and associated license fee, as applicable. For Software listed in Exhibit E-3 (pricing sheet) and provided to Partner under this Agreement where the requested information reasonably required by Licensor cannot be provided by Partner to Licensor, Partner must not market and sublicense this particular Software. Partner will provide the report in Excel-file format in electronic form. Licensor will inform in writing Partner in case of change to the reporting format. Any changes or corrections to the reports submitted to Licensor can only be made within thirty (30) calendar days.

5.2 Licensor will invoice Partner in the same currency as indicated in Exhibit B-5 (Commercial Terms), based on Partner's report on the fees, and other fees as specified in the applicable Exhibit. Partner is obliged to pay applicable fees to SAP also in case of non-payment of license fees by End User. Partner shall report due End User license fees in local currency End User ("Local Currency of End User"). Where SAP and Partner have agreed that SAP will invoice Partner in EURO under the Agreement, the EURO/local currency exchange rate shall be based on the official fixing of the European Central Bank on the last business day of the month immediately preceding the month in which SAP invoices Partner. Where SAP and Partner have agreed that SAP will invoice Partner in USD under the Agreement, the USD/local currency exchange rate shall be based on the official fixing of the Federal Reserve System of the United States of America on the last business day of the month immediately preceding the month in which SAP invoices Partner. Where Partner is managed by a certain Two-Tier-Partner and is to be invoiced in Local Two-Tier-Partner Currency, then SAP converts first the Local Currency of End User in

EURO and second from EURO in Local Two-Tier-Partner Currency. Both, EURO/ Local Currency of End User exchange rate and EURO/ Local Two-Tier-Partner Currency shall be based on the official fixing of the European Central Bank on the last business day of the month immediately preceding the month in which SAP or Two-Tier-Partner invoices Partner.

6. DOCUMENTATION

English and other language version of all documentation, to the extent made generally available to Partners, are provided as electronic help files contained within the Software. This documentation is specific to a particular Software release version and describes the functionality of the Software.

7. TERM; TERMINATION

Obligations on Termination. Upon termination or expiration of this Agreement for any reason and in addition to such other obligations on termination as set forth in the Agreement, Partner may request to receive, and Licensor may agree to provide for a limited time, support and/or maintenance services for the Software after the termination of this Agreement upon mutual agreement in writing.

| **Exhibit E – 2** |
| **- Embedded License - OEM Support and Maintenance -** |
| **to the Platform Application Development Cooperation Agreement** |

This Exhibit E - 2 to the Agreement between Partner and SAP stipulates the terms of Embedded License OEM Support and Maintenance available to Partner with regards to reselling to End Users as part of a Bundled Product. If available and offered by SAP in its sole discretion, Partner is entitled to purchase OEM Support and Maintenance as set forth in this Exhibit. SAP will notify Partner about the availability via its regular communication channels. Capitalized terms not defined in this Exhibit shall have the meaning ascribed in the Agreement, including the Definitions Schedule, other applicable Schedules, or set forth herein.

1. Definitions

    "S&M Support Factor" means the then current applicable support and maintenance factor in effect (currently, 15%).

    OEM Support and Maintenance **("S&M")** for the Software consists of two components as described in this Exhibit E-2:

    (a) OEM Support as described in section 4 (OEM Support) below,

    (b) maintenance which provides the right for Partner to distribute or sublicense New Releases of the Software listed in Exhibit C-3 (pricing sheet) to its End Users who has paid the applicable S&M fees

2. Partner agrees to pay the S&M fees in accordance with this Exhibit E-2. For each End User that elects to subscribe to support or maintenance from Partner for a Bundled Product, Partner shall pay applicable S&M fees in accordance with section 3 of this Exhibit E-2, based on Partner's report on fees in accordance with the Agreement. Such S&M fees for the Software are priced at the then current applicable S&M Support Factor in effect (currently, 15%) multiplied by the license fee incurred for all Embedded Licenses licensed by the applicable End User subscribing to support and maintenance from Partner.

3. The initial S&M term shall commence as of the first day of the month following the date each End User purchases a license for Software and shall continue for a twelve month period, except that OEM Support shall commence upon the Effective Date of the Agreement. S&M shall be automatically renewed for subsequent twelve month terms after the initial maintenance term or renewals thereof. The S&M fee based on Partner's report shall be paid twelve months in advance. The S&M fee is subject to change once during a calendar year upon three (3) months' notice to Partner. S&M may be terminated by either party with 3 months written notice (i) prior to the end of the initial S&M term and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with above will be effective at the end of the then-current S&M term during which the termination notice is received by the respective party. Notwithstanding the foregoing, Licensor may terminate S&M after one month written notice of Partner's failure to pay the applicable S&M fees. Should Partner order S&M for an End User after (i) electing not to subscribe to S&M with the purchase of Software license for such End User or (ii) S&M termination by Partner on behalf of an applicable End User, Partner shall pay a fee equal to the fees that Partner would have paid for S&M for such End User commencing from the license purchase date or the S&M termination date for such End User ("Commencing Fee"), as applicable plus a reinstatement fee of 10% based on the Commencing Fee, in addition to fees due for S&M covering the term following reinstatement.

4. **"OEM Support"** means Licensor's then-current support offering and made available to Partner as stated in the applicable OEM Support Schedule found at http://www.sap.com/agreements/western-europe (please select "Support Agreements" – "OEM Support Services" – "SAP OEM Support Schedule") as of the Effective Date of this Agreement. References to "OEM" in the OEM Support Schedule shall mean Partner under this Agreement. Premier support is included for the Software only to the extent that it is made generally available by Licensor to its Partners under OEM Support. Such OEM Support Schedule is incorporated herein by reference. For the avoidance of doubt, such OEM Support Schedule shall apply to OEM Support for all Software listed in Exhibit E-3 (pricing sheet) and provided to Partner under this Agreement, unless otherwise agreed by the parties. Licensor recommends Partner print a copy of the applicable OEM Support Schedule for Partner's records.

<table>
<tr><td colspan="3">Exhibit E – 3
- Embedded License - Pricing Sheet -
to the Platform Application Development Cooperation Agreement</td></tr>
</table>

Partner is entitled to resell the following Embedded Licenses as outlined in the table below, and according to licensing and use restrictions as set forth in the Agreement and the Software Use Rights. SAP will make available to Partner a Platform Application registration form which must be filled out and submitted to SAP for reselling SAP Software with such Platform Application as Bundled Product.

SAP reserves the right to change, add or delete fees for and elements of each Embedded License and communicate such changes to Partner with at least ninety (90) days prior notice, unless a change does not materially diminish SAP's offering to Partner hereunder.

Such changes are not effective retroactively and only apply as of the effective date SAP specifies in the notice. Partner acknowledges its agreement to have these changes apply by either (i) requesting the change if such change request is made available by SAP in its sole discretion (ii) placing new orders or registrations, or (iii) failing to request within the ninety (90) days' notice period that the change effective date shall be deferred until the start of the new renewal period. Renewal of this Agreement shall be subject to SAP's then applicable and communicated terms and fees in effect at such time. Upon renewal, each Party may terminate the Agreement by giving the other Party three (3) months prior written notice to the end of the Initial Term or any Renewal Term.

Embedded Licenses	Description		Remark	Fee / Sales unit
Embedded Licensing for SAP BusinessObjects BI Suite components	Embedded license for SAP BusinessObjects BI Suite components, Release 4.1: • SAP BusinessObjects Analysis edition for Office • SAP BusinessObjects BI Platform • SAP BusinessObjects BI Platform Mobile add-on • SAP BusinessObjects Dashboards • SAP BusinessObjects Explorer • SAP BusinessObjects Web Intelligence • SAP Crystal Reports		-	10%* of Net Revenue for Embedded License
Embedded Licensing for SAP InfiniteInsight	Embedded License for SAP InfiniteInsight		-	10% of Net Revenue for Embedded License
Embedded Licensing for SAP ASE	Embedded license for SAP ASE	Enterprise edition, including: • SAP ASE Enterprise Edition • SAP ASE Enterprise Edition, Security & Directory Services	102	8% of Net Revenue for Embedded License
Embedded Licensing for SAP IQ	Embedded license for SAP IQ	Enterprise edition, including: • SAP IQ Enterprise Edition	102	8% of Net Revenue for Embedded License
Embedded Licensing for SAP SQL Anywhere	Embedded license for SAP SQL Anywhere	Standard edition, including: • SAP SQL Anywhere, Standard Edition (chip)	102	5% of Net Revenue for Embedded License

*) 25% of Net Revenue for Embedded License in case of Net Revenue for Embedded License exceeding Euro 500000 per year.

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SAP Platform Application Development Cooperation Agreement Embedded Licensing Schedule enGLOBAL.v.7-2014

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Support and Maintenance	Description	Sales Unit	Fee
OEM Support and Maintenance (S&M)	S&M consists of two components: (a) OEM Support (b) maintenance	S&M fees for the Software are priced at the then current applicable S&M Support Factor in effect multiplied by the license fee incurred for all Embedded Licenses licensed by the applicable End User subscribing to support and maintenance from Partner	**15%** (S&M Support Factor)

Remarks	Description
102	Check product specific terms in Pricing & Licensing Principles / Software Use Rights document.

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