

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

I. Customer Support Service Description

This document describes the customer support services for SAP's Ariba products listed below. These services are also referred to as Technical Support Services in this document. The Technical Support Service (TSS) provides technical assistance to help diagnose, troubleshoot, and resolve core code related issues for SAP's Cloud Services of the Ariba product lines (prior to 2013, these were called Ariba "On-Demand Solutions") and the Ariba On-Premise Solutions. This level of support is included with each subscription to a Cloud Services and is part of the subscription price. For On-Premise Solutions, TSS can be purchased separately as an addable service. All TSS components are defined below.

TSS is included in the following Cloud Services:

- Ariba Procure to Order**
- Ariba Procure To Pay**
- Ariba Procurement Content**
- Ariba Services Procurement**
- Ariba Travel and Expense**
- Ariba Invoice Automation**
- Ariba Invoice Professional**
- Ariba Payment Professional**
- Ariba Discount Professional**
- Ariba PO Automation**
- Ariba eForms**
- Ariba Pay**

TSS is addable for the following On-Premise Solutions:

- Ariba Buyer**
- Ariba Invoice**
- Ariba Settlement**
- Ariba Contract Compliance**
- Ariba Category Procurement**
- Ariba eForms**
- Ariba Travel and Expense**
- Ariba Sourcing**
- Ariba Contract Management**
- Ariba Contract Workbench**
- Ariba Analysis**
- Ariba Supplier Performance Management**
- Ariba Cloud Integration (for use with Cloud Services, TSS included)**

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

Other Ariba Installable Software (for use with Cloud Services, TSS included)

1. Technical Support

SAP will provide Technical Support for core code issues related to its Cloud Services and On-Premise Solutions. SAP will use commercially reasonable efforts to resolve code issues, including using any resolution method available (i.e. fixes, workarounds, etc.). Each request for Technical Support is assigned an issue number, and the issue is prioritized per the Severity Level guidelines in Section B.

SAP provides English only Technical Support Services 24 hours per day, seven days per week (24x7) for Severity Level 1 Issues; and Monday through Friday, 24 hours per day (24x5), between the hours of 8 PM Sunday to 8 PM Friday, EST, excluding December 25 and January 1 of any calendar year.

2. Service Request Management

SAP will log every Service Request received, triage the query, assign it a severity level, and monitor the issue until resolution. SAP will process each Service Request and contact the original requester to provide details of the resolution.

Every Service Request received is assigned a Service Request number and the request is categorized and prioritized using the following severity level guidelines.

Severity Level 1 -All functionality in the software is unavailable, causing critical impact to business production operations if service is not restored quickly. No workaround is available.

Severity Level 2 -Certain functionality in the software is unavailable causing critical impact to business production operations if service is not restored quickly. No workaround is available.

Severity Level 3 -Software performance is degraded on the production system. Acceptable workaround is available. Functionality is noticeably impaired but business operations continue.

Severity Level 4 -Customer requires information or assistance on capabilities, or configuration of the software.

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

3. Responsiveness

SAP will make reasonable efforts to initially respond to Service Requests within the following guidelines.

| Severity Level | Initial Response |
|------------------|------------------|
| Severity Level 1 | 1 hour |
| Severity Level 2 | 1 hour |
| Severity Level 3 | 1 hour |
| Severity Level 4 | 1 hour |

SAP will make reasonable efforts to comply with the initial response time for Severity Level 1 Service Requests on weekends. Initial response times for Severity Level 2, Severity Level 3, and Severity Level 4 only applies during the applicable customer and supplier support hours. Response times are not applicable during holidays and closures due to natural disasters. For a listing of applicable holidays, please review the SAP Technical Support Holiday schedule located at:

<https://knowledge.ariba.com/toolkit/contentdisplay/1,1029,71178,00.html>

SAP does not guarantee resolution to issues within the response period, only a response to the initial request. Failure to contact a customer within such response time period because the customer is unavailable (e.g. phone busy, no answer, in a meeting, or out of the office) does not constitute SAP's non-compliance with the response targets.

4. Designated Support Contacts

The customer may identify up to three of their employees to act as Designated Support Contacts (DSC), per Solution. The DSC role is of critical importance because it serves as the point contact for receipt of all SAP support notifications (infrastructure downtime, maintenance windows, Service Pack releases, security notices, etc.), policy communications and product information. DSCs are

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

provided with direct access to SAP's Ariba Connect web portal which allows them to enter service requests, review the status of their service requests, and to contact SAP 24x7 to report severity level 1 issues. DSCs can also enter Enhancement Requests (ER) through Ariba Connect and access standard on-line Technical Support reports.

5. Reproducing Errors

With all Severity Levels, Customer will work closely with SAP to provide reproducible results for any Issues reported. In order to resolve an Issue, the Issue needs to be reproduced. An Issue may need to be reproduced on the latest Cloud Service or On-Premise Solution. SAP's ability to resolve Issues will depend, in some cases, on the ability of the Designated Support Contacts to provide accurate and detailed information, and to conduct diagnostic and test activities that will help SAP's TSS organization to replicate/reproduce the Issue.

6. Compatible Configurations

With each new Update, SAP will provide a list of compatible configurations for that specific Update. This list of compatible configurations will clearly define third party platforms, such as such as browser versions, and other third party software products that may be used with the Update. Issues encountered when accessing the Software on configurations other than those specifically defined in the compatible configuration documents must be reproduced on a compatible configuration prior to entering an Issue resolution request. TSS covers only these documented compatible configurations.

On-Premise: <https://knowledge.ariba.com/go2/1,,104029,00.html>

Cloud Services: <https://knowledge.ariba.com/go2/1,,100099,00.html>

7. Upgrade/Update Services

From time to time, SAP may develop a major revision to a solution which adds new and different functions or capabilities. Additionally, SAP may develop temporary or permanent fixes to known issues and incorporate them into a formal "Update" to a solution. Updates may also include enhancements to solution functionality. SAP will provide notification that informs customers of any pending upgrade or update.

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

8. Proactive Notification Service

SAP offers a Proactive Notification service that informs customers via email regarding problems, service interruptions, patches, Updates and the availability of new Service Packs.

9. Technical Support Contact Information

Contact information to reach SAP Technical Support Services can be found at the following link:

https://connect.ariba.com/TechSupport_Contacting.htm

10. Non-SAP Issues

If SAP reasonably believes that an Issue reported by Customer may be due to a problem with non-SAP products or a cause outside of SAP's control, SAP will so notify Customer. At that time, Customer may: (1) instruct SAP to proceed with Issue determination at Customer's possible expense as set forth below, or (2) instruct SAP that Customer does not wish SAP to proceed with Issue determination. If Customer requests that SAP proceed with Issue determination at Customer's possible expense, and SAP determines that the Issue was due to a problem with the non-SAP products or a cause outside of SAP's control, Customer shall pay SAP, at SAP's then-current standard consulting rates and policies, for all work performed in connection with such Issue determination, plus reasonable related expenses incurred therewith. Customer shall not be responsible for: (i) Issue determination or repair to the extent the Issues are with the SAP products, (ii) work performed under this paragraph in excess of Customer's instructions, or (iii) work performed after Customer has notified SAP that it no longer wishes work on the Issue (such notice shall be deemed given when actually received by SAP). If Customer instructs SAP that it does not wish the Issue pursued at Customer's possible expense, or if such determination requires effort in excess of Customer's instructions, SAP may, at its sole discretion, elect not to investigate the Issue.

11. Affiliated/Subsidiary Use

TSS shall be provided in accordance with the terms and conditions (referenced above) only to Customer and not to Customer's affiliates/ subsidiaries unless otherwise specified in the contract between Customer and SAP. In the event Customer's affiliates or subsidiaries are authorized to use the licensed or

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

subscribed-to SAP product, Customer may designate any of its DSC to such affiliates or subsidiaries only.

12. Exclusions

SAP shall have no obligation to support SAP product problems caused by Customer's negligence, abuse or misapplication, use of SAP products other than as specified in SAP's Documentation or other current technical materials or other causes beyond the control of SAP. SAP shall have no liability for any changes in Customer's On-Premise environment used to access SAP products.

II. Technical Support Service Terms and Conditions

Applicability. These SAP Technical Support Services Terms and Conditions apply to the provision of Technical Support Services when purchased by Customer. Technical Support Services are included in the following Cloud Services at no additional cost:

- Ariba Procure to Order**
- Ariba Procure To Pay**
- Ariba Procurement Content**
- Ariba Services Procurement**
- Ariba Travel and Expense**
- Ariba Invoice Automation**
- Ariba Invoice Professional**
- Ariba Payment Professional**
- Ariba Discount Professional**
- Ariba PO Automation**
- Ariba eForms**
- Ariba Pay**

TSS is addable for the following On-Premise Solutions:

- Ariba Buyer**
- Ariba Invoice**
- Ariba Settlement**
- Ariba Contract Compliance**
- Ariba Category Procurement**
- Ariba eForms**
- Ariba Travel and Expense**
- Ariba Sourcing**
- Ariba Contract Management**

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

Ariba Contract Workbench

Ariba Analysis

Ariba Supplier Performance Management

Ariba Cloud Integration (for use with Cloud Services, TSS included)

Other Ariba Installable Software (for use with Cloud Services, TSS included)

1. DEFINITIONS
2. DESIGNATED SUPPORT CONTACTS
3. ISSUE RESOLUTION ASSISTANCE
4. RESPONSE COMMITMENTS
5. SERVICE HOURS
6. WEEKEND PRODUCTION CUT-OVER ASSISTANCE
7. CUSTOMER SUPPORT CONTACT INFORMATION
8. NON-SAP ISSUES
9. AFFILIATE/SUBSIDIARY USE
10. PROACTIVE NOTIFICATION SERVICE
11. WHAT IS NOT INCLUDED UNDER TECHNICAL SUPPORT SERVICES
12. REPRODUCING ERRORS
13. COMPATIBLE CONFIGURATIONS
14. SERVICE PACK COMPLIANCE
15. TSS RENEWAL
16. FIRST YEAR TSS (FOR ON-PREMISE SOLUTIONS ONLY)
17. EXCLUSIONS
18. LEGACY FOUNDATION SERVICES (FOR ON-PREMISE SOLUTIONS ONLY)

1. DEFINITIONS.

1.1. "Technical Support Services ('TSS')" consist of Issue resolution assistance, Web Site Support and Telephone Support and Updates depending upon the level of support ordered under an applicable transaction document, herein referred to as an "Order Form."

1.2. "Telephone Support" means telephone communication provided in response to Customer's inquiries by the Support Contact.

1.3. "Web Site Support" means generally available information posted through SAP's internet web site accessible by the Designated Support Contact.

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

1.4. "On-Premise Solutions" On-Premise Solutions are provided by SAP to licensees of SAP's enterprise Ariba solutions for installation at the licensee's site or at an approved third party hosting service provider. On-Premise Solutions may include, for example, the following solutions: Ariba Sourcing, Ariba Contract Management, Ariba Contract Workbench, Ariba Analysis, Supplier Performance Management, Ariba Buyer, Ariba Invoice, Ariba Settlement, Ariba Contract Compliance, Ariba Category Procurement, Ariba eForms and Ariba Travel & Expense.

1.5. "Cloud Services" are hosted by SAP. The customer is provided access via a supported web browser and the Internet. Cloud Services include: Ariba Procure-To-Pay Basic, Ariba Procure-To-Pay Pro, Ariba Procure-To-Pay Federated Process Control, Ariba Procure-To-Order, Ariba Travel and Expense, Ariba Procurement Content and Ariba Services Procurement.

1.6. "Issue" means an error, question, or other issue related to the Ariba Products for which Customer needs Technical Support Services assistance.

1.7. "Updates" means a subsequent point release, service pack, patch, hot fix, or version of the Ariba Products that SAP makes generally available at no additional Fee for its customers under TSS. Updates are not available to On-Premise Solutions Customers who are not current participants in SAP's TSS program. Cloud Customers receive automatic updates as part of the subscription to that solution.

1.8. "Previous Sequential Release" means the prior "production version" release of the On- Premise Solution that has been replaced by a subsequent production version release of the same On-Premise Solution. A change in production version is signified by a change in version numbers as indicated by the numbers to the left of the first decimal point (e.g., from 8.3 to 9.1 but not 8.3 to 8.4). **Unless otherwise announced, SAP will support a Previous Sequential Release of the On-Premise Solution only for a period of twelve (12) months after release of the subsequent production version release.** Cloud Services Customers are only supported on the latest Cloud release. See SAP's Product Life Cycle document entitled "Product Retirement Dates" at <https://knowledge.ariba.com/go/1,,96353,00.html> for On-Premise Solutions.

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

1.9. "Homogeneous Instances" means two or more On-Premise Solution installations that are operating on both the same On-Premise Solution version release and the same operating system platform.

1.10. "Designated Support Contact" or "DSC" means a single individual who is authorized on behalf of Customer to receive Technical Support Services and Updates only for a common version of applicable Ariba Products.

1.11 "Ariba Product" refers to On-Premise Solutions and Cloud Services.

2. DESIGNATED SUPPORT CONTACTS. Technical Support Services are provided only to Customer's DSCs. SAP allows three (3) DSCs for each Ariba Product. All DSCs must be trained in the use of Ariba Products and be prepared to devote time and resources to working with SAP Support personnel to resolve Issues. Customer will be given a reasonable number of accounts (30 maximum) to access the Web Site Support, but only DSCs may log Issues through Web Site Support. Additional DSCs may be purchased separately at SAP's then current pricing and policies.

3. ISSUE RESOLUTION ASSISTANCE. If Customer encounters a production Issue with the Ariba Products, Customer may engage SAP Technical Support Services. SAP will use commercially reasonable efforts to resolve such production Issues. SAP may use any resolution method available (i.e. fixes, workarounds, etc.) to resolve an Issue. Issues arising out of the Documentation may be corrected as part of a support note posted through Web Site Support. Each request for Technical Support Services is assigned an Issue number, and the Issue is prioritized per the following Severity Level guidelines:

| |
|--|
| <p>Severity Level 1 All functionality in Ariba Product is unavailable, causing critical impact to business production operations if service is not restored quickly. No workaround is available.</p> |
| |
| <p>Severity Level 2 Certain functionality in Ariba Product is unavailable causing critical impact to business production operations if service is not restored quickly. No workaround is available.</p> |
| |

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

| |
|---|
| <p>Severity Level 3 Ariba Product performance is degraded on the production system. Acceptable workaround is available. Functionality is noticeably impaired but business operations continue.</p> |
| |
| <p>Severity Level 4 Customer requires information or assistance on capabilities, installation, or configuration of the Ariba Products.</p> |

The following schedule is used by SAP to escalate Technical Support Services requests based on their Severity Level priority. Elapsed time for escalating Severity Level 1 Issues is based on a 7 day week, elapsed times for all other Severity Level Issues are based on a 5 day business week (excluding weekends):

| Escalation Guidelines for TSS Requests | | | |
|--|-------------------------------------|-------------------------------------|------------------------------|
| Elapsed Time | Severity Level 1 and 2 | Severity Level 3 | Severity Level 4 |
| Over 4 hours | Technical Support Lead | | |
| Over 8 hours | Manager of Technical Support | | |
| Over 24 hours | Senior Manager of Technical Support | Technical Support Lead | |
| Over 48 hours | V.P. of Services; VP of Engineering | Manager of Technical Support | |
| Over 96 hours | Business Unit General Manager | Senior Manager of Technical Support | Manager of Technical Support |

In conjunction with SAP's Issue resolution assistance, SAP also provides a Service Level Program for all Online Services, Hosting Services and the Ariba Network. The then current terms and conditions of the SAP Service Level Program are incorporated by reference and can be found at: http://www.ariba.com/legal/ariba_service_level_program.cfm

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

4. RESPONSE COMMITMENTS. SAP provides a one (1) hour response commitment for all Severity Level Issues submitted by phone or web portal during the applicable service hours, excluding holidays. Response times are not applicable during holidays and closures due to natural disasters. SAP does not guarantee resolution to Issues within the response period, only response to initial calls. Failure to contact a Customer within such response time period because the Customer is unavailable (e.g. phone busy, no answer, in a meeting, or out of the office) does not constitute SAP's noncompliance with the response commitment.

5. SERVICE HOURS. SAP provides English only Technical Support Services 24 hours per day, seven days per week (24x7) for Severity Level 1 Issues; and Monday through Friday, 24 hours per day (24x5) for other Severity Level Issues. For Japanese TSS, for all Severity Level Issues, Technical Support Services are available from 9:00AM until 6:00, Japan Standard Time. SAP provides Web Site Support 7 days per week, 24 hours per day (24x7) for Severity Level 1 Issues. SAP's Technical Support Services coverage is accomplished by using resources from support centers placed strategically throughout the world. Customer may obtain a list of SAP's current support center locations and holidays (when TSS is not available) at SAP's Technical Support Services website at https://connect.ariba.com/TechSupport_Contacting.htm.

6. WEEKEND PRODUCTION CUT-OVER ASSISTANCE. In addition to the Service Hours set forth above, SAP shall provide Technical Support Services during the weekend to assist in product migration/upgrade activities for On-Premise Solution customers. A migration/upgrade is signified by the implementation of SAP's then most-current production version release as indicated by the numbers to the left of the first decimal point (e.g., from 8.3 to 9.1 but not 8.3 to 8.4.) This support is available to assist when urgent development issues are preventing your imminent (within 72 hours) go-live schedule. In order to receive this weekend coverage, Customer must provide SAP with a minimum of forty-five (45) days prior notice of the migration/upgrade and participate in an Upgrade Readiness Assessment. Details of the Upgrade Readiness Assessment are available by contacting SAP Consulting or SAP Deployment.

Technical Support Services does not constitute support for data migration and/or customizations. It is specific to Ariba Products core code issues. For migration and/or customization support, please contact your SAP representative.

7. CUSTOMER SUPPORT CONTACT INFORMATION.

https://connect.ariba.com/TechSupport_Contacting.htm For Customers who

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

have purchased Japanese Customer Support, please contact:
<http://jconnect.ariba.com>.

8. NON-SAP ISSUES. If SAP believes that an Issue reported by Customer may be due to a problem with non-Ariba Products or a cause outside of SAP's control, SAP will so notify Customer. At that time, Customer may: (1) instruct SAP to proceed with Issue determination at Customer's possible expense as set forth below, or (2) instruct SAP that Customer does not wish SAP to proceed with Issue determination. If Customer requests that SAP proceed with Issue determination at Customer's possible expense, and SAP determines that the Issue was due to a problem with the non-SAP solutions or a cause outside of SAP's control, Customer shall pay SAP, at SAP's then-current standard consulting rates and policies, for all work performed in connection with such Issue determination, plus reasonable related expenses incurred therewith. Customer shall not be liable for: (i) Issue determination or repair to the extent the Issues are with the Ariba Products, (ii) work performed under this paragraph in excess of Customer's instructions, or (iii) work performed after Customer has notified SAP that it no longer wishes work on the Issue determination to be continued at Customer's possible expense (such notice shall be deemed given when actually received by SAP). If Customer instructs SAP that it does not wish the Issue pursued at Customer's possible expense, or if such determination requires effort in excess of Customer's instructions, SAP may, at its sole discretion, elect not to investigate the Issue with no liability therefore.

9. AFFILIATE/SUBSIDIARY USE. TSS shall be provided in accordance with the terms and conditions herein only to Customer and not to Customer's affiliates/ subsidiaries unless otherwise specified in an applicable Order Form or Agreement. In the event Customer's affiliates/ subsidiaries are authorized to use the licensed Ariba Products, Customer may designate any of its DSCs to such affiliates/subsidiaries only provided such affiliates/subsidiaries are operating Homogeneous Instances.

10. PROACTIVE NOTIFICATION SERVICE. SAP offers a Proactive Notification service that informs customers regarding problems, service interruptions, patches, Updates and the availability of new service packs. All DSCs will receive these notifications. It is the Customer's responsibility to inform SAP of any changes to its DSC list. See SAP's Service Pack Compliance policy in Section 14 below.

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

11. WHAT IS NOT INCLUDED UNDER TECHNICAL SUPPORT SERVICES.

- **On line training.** Technical Support Services does not cover training over the phone. If guidance on how to use the Ariba Product is going to take more than 30 minutes of a support engineer's time, the Customer will be referred to SAP Commerce Services. SAP Commerce Services can be provided but will be billed at SAP's then current rates and policies.
- **Assistance in the development of customization of the system.** Technical Support Services does not include assistance in developing Customer's specific customization requirements. Depending upon the nature and complexity of the customization, the Customer will be referred to SAP Commerce Services. SAP Commerce Services can provide customization support billed at SAP's then current rates and policies.
- **Information and assistance on technical issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications.**
- **Assistance with the installation and configuration of hardware, including but not limited to computers, hard disks, networks, and printers.**

12. REPRODUCING ERRORS. With all Severity Levels, Customer will work closely with SAP to provide reproducible results for any Issues reported. In order to resolve an Issue, the Issue needs to be reproduced. For On-Premise Solution customers, an Issue may need to be reproduced on the latest available version of the Software if such Issue has been previously resolved as a result of an Update, in which case a Customer may be required to install such Update.

SAP's ability to resolve Issues will depend, in some cases, on the ability of the Designated Support Contacts to provide accurate and detailed information, and to conduct diagnostic and test activities that will help the SAP Support personnel handling the issue to replicate/reproduce the Issue.

For Technical Support Services for On-Premise Solutions, SAP will send someone on site at Customer's location, free of charge, only if SAP deems that having someone on site is necessary. If Customer desires SAP personnel on site against the advice of SAP, SAP Consulting Services can be provided but will be billed at the prices provided in the most current services price list.

In some cases, SAP Support personnel may require remote access to the Customer's SAP instance to troubleshoot a reported issue. The Customer may be required to provide the appropriate level of access to their On-Premise

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

Solution as a condition of acceptance for Technical Support Services. For Cloud Services, the Customer agrees that SAP Support personnel will have access to their SAP environment.

13. COMPATIBLE CONFIGURATIONS. With each new Update, SAP will provide a list of compatible configurations for that specific Update. This list of compatible configurations will clearly define the hardware platforms, operating systems, browser versions, database versions, and other third party software solutions that may be used with the Update. Issues encountered when running the Ariba Product on configurations other than those specifically defined compatible configuration documents must be reproduced on a compatible configuration prior to entering an Issue resolution request. Technical Support Services covers only these documented compatible configurations.

On-Premise: <https://knowledge.ariba.com/go2/1,,104029,00.html>

Cloud Services: <https://knowledge.ariba.com/go2/1,,100099,00.html>

For On-Premise Solutions, SAP will only support Homogenous Instances of the licensed Ariba Products. If Customer desires TSS for non-Homogenous Instances, Customer shall purchase standalone TSS at SAP's then current rates and policies in effect for each non-Homogenous Instance.

14. SERVICE PACK COMPLIANCE. SAP provides service pack updates as part of its on-going quality assurance efforts. For On-Premise Solutions, Service Packs are supported for a year (365 days) after they become generally available ("Supported Service Pack"). SAP will provide defect fixes and patches / hot-fixes for systems on a Supported Service Pack.

Cloud Service customers are automatically moved to the latest service pack upon its release. Service packs provide fixes for known issues and help ensure a high level of performance, as well as lower application maintenance costs.

15. TSS RENEWAL. For On-Premise Solution Customers, all TSS have a renewal date on the anniversaries of their original Order Form Effective Date. An On-Premise Solution Customer may not selectively renew TSS for a sub-set of On-Premise Solutions ordered under a single Order Form. In addition, for On-Premise Solutions, Customer shall be entitled to the same quality and level of TSS during any period for which Customer has pre-paid for Technical Support Services.

SAP Enterprise Support, Technical Edition for Ariba Solutions: Services Description and Terms and Conditions

SAP reserves the right to make any changes to the terms and conditions of TSS, and shall provide Customer with at least thirty (30) days prior notice of any substantial modifications.

16. FIRST YEAR TSS (FOR ON-PREMISE SOLUTIONS ONLY). First year TSS is required on all new On-Premise Solution purchases. Thereafter, Customer may elect to terminate TSS on an annual basis. In the event Customer terminates TSS or if Customer's TSS lapses and Customer would like to reinstate TSS, Customer shall pay all previous unpaid TSS at the then current prices for the period dating from the beginning of the lapse through one year from the date of such reinstatement.

17. EXCLUSIONS. Unless previously approved by SAP in writing, SAP shall have no obligation to support: (i) altered, modified or damaged Ariba Products or any portion of the Ariba Products incorporated with or into other software or services; (ii) Ariba Products that are not using a Supported Service Pack; (iii) third party solutions delivered with Ariba Products for which such third party has been discontinued support; (iv) Ariba Products problems caused by Customer's negligence, abuse or misapplication, use of SAP Solutions other than as specified in SAP's Documentation or other current technical materials or other causes beyond the control of SAP. SAP shall have no liability for any changes in Customer's hardware that may be necessary to use the Ariba Products due to a workaround or Update.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A SERVICES WARRANTY. ALL SERVICES AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

18. LEGACY FOUNDATION SERVICES (FOR ON-PREMISE SOLUTIONS ONLY). Customers of On-Premise Solutions Software who purchased Technical Support Services continually since prior to December 1, 2005 will also receive as part of TSS some set of legacy Foundation Services as part of their Technical Support Services. The Foundation Services terms are available upon request.