Annex B - SAP SE General Terms and Conditions for SAP Remote Access and Connectivity (SAP RAC) Services provided through the SAP Integration and Certification Center ("ICC") - US Law

1. SCOPE

1.1.   These General Terms and Conditions (herein: "**GTCs**") shall apply exclusively to all Service Offers under which SAP SE (herein: "**SAP**") provides any remote access and connectivity services to a complementary solution provider (herein: "**Vendor**"). These GTCs apply to all remote services provided through the ICC (for example any SAP Remote Access and Connectivity service).

1.2.   These GTCs, and any applicable executed Service Offer, represent the sole and exclusive understanding of the Parties. No conflicting or other provision, including but not limited to any general terms and conditions of Vendor, shall become part of the Remote Access Service Contract, even if such conditions are appended to a Vendor's order and SAP performs the order without expressly rejecting such conditions.

2. DEFINITIONS

2.1.   "**Affiliate**" means a legal entity that now, or in the future, directly or indirectly, is controlled with or by, or is under common control with, the Vendor. For purposes of the foregoing, "control" is defined as the ownership of 50% or more of the equity or beneficial interest of such legal entity or for purposes of foreign corporations, if less than 50%, the maximum amount allowed by applicable law. Any such entity shall be considered an Affiliate for only such time as Vendor continues to own such equity interest.

2.2.   "**Complementary Solution**" means a solution provided or offered by a Vendor using the SAP Remote Access and Connectivity Services.

2.3.   "**Confidential Information**" means all information which the Parties protects against unrestricted disclosure to others, furnished by one party to the other or otherwise obtained by the Parties under the Remote Access Service Contract, that:

a)   is clearly identified as confidential, internal or proprietary at the time of disclosure; or

b)   is by its nature recognizable as potentially confidential or is disclosed in a manner that it may be reasonably inferred to be confidential, internal, or proprietary at the time of disclosure.

In addition, information of SAP, including without limitation software, know-how, business models, processes, techniques and concepts, information on customers and partners, information on any third-party software used, flow charts, documentations and product specifications, as well as the conditions of the Service Offer and all agreements relating thereto, are understood to constitute Confidential Information of SAP without regard to the marking requirements above.

2.4.   "**Intellectual Property Rights**" means all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, invention, patents of any type, design rights, utility models or other similar invention rights, copyrights, and related rights, mask work rights, trade secret or confidentiality rights, know-how, trademark, moral rights, trade dress, service mark rights, computer software, proprietary information and data, databases, and any other intangible property rights, in each case whether registered or unregistered, including applications (or rights to apply), renewals, and extensions for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, which subsist now or will subsist now or in the future.

2.5.   "**Remote Access Service Contract**" means the combination of these GTCs and any applicable Service Offer executed pursuant thereto between SAP and a given Vendor.

2.6.   "**SAP Software**" means any proprietary SAP software, tools or content as further described in a Service Offer that are provided by SAP under the Remote Access Service Contract to Vendor.

2.7.   "**Service Offer**" means an offer from SAP SE to a Vendor for SAP to perform remote access and connectivity services through the SAP Integration and Certification Center.

3. SERVICE OFFERS; CONTRACT EXECUTION; FORM

3.1.   These GTCs also apply to any relations between SAP and Vendor prior to the execution of a Service Offer.

3.2.   All items provided by SAP to Vendor before execution of the Service Offer (examples: proposals, test programs, designs) are the property of SAP (see Section 7) and must not be copied or made accessible

to third parties. If no Service Offer is executed, they must be returned or deleted and Vendor must, not later than the time the parties fail to conclude a Service Offer, cease and desist from using them.

3.3. Except otherwise provided in the Service Offer, Vendor may send a notice of acceptance within a period of 4 weeks after the issue date of the Service Offer. Any acceptance received by SAP after this period of time is null and void, and SAP has no obligation to fulfill the Remote Access Service Contracts.

3.4. The execution of the Remote Access Service Contract, as well as any subsequent amendment, supplement notice of default, or deadline notices or termination notices are only valid if made in writing. The foregoing provision also applies to any waiver of the written-form requirement.

3.5. The requirement of a written form in Section 3.4 (or elsewhere in the Remote Access Service Contract) requires at least a facsimile transmission or exchange of letters, or as otherwise expressly agreed in the Remote Access Service Contract.

3.6. Unless it is expressly confirmed in writing by SAP, no communication of any kind may be construed as imposing on SAP any other or further responsibilities or commitments than is set forth in the Remote Access Service Contract. Guarantees are effective only if expressly confirmed in writing by a senior officer of SAP.

4. PROVISION OF WORKS AND SERVICES

4.1. The Remote Access Service Contract defines the scope of the works and services. In addition, SAP provides Vendor with access to certain software tools as described in an executed Service Offer, to support the services provided under the Remote Access Service Contract. The license rights are subject to Section 7 of the GTCs and to the extent as provided for in an executed Service Offer. Upon expiration of an executed Service Offer, any license rights to use the SAP Software will terminate with immediate effect, and Vendor must cease all use of such SAP Software.

4.2. Unless the executed Service Offer specifies the hardware and/or the software to be provided, SAP may choose the hardware and/or software at its sole discretion, including the right to choose the software release or version. Remote access depends on the availability of the SAP system at the ICC. In principle, remote access will be provided during regular business hours (Central European Time, CET). However, SAP offers no guarantees or other representations regarding availability of the SAP system at the ICC.

4.3. SAP systems cannot be accessed remotely while they are being upgraded or during other system administration work. Such activities may take place during regular business hours. If possible, SAP will give advance notice of any unavailability of the SAP system by SAP system message or by e-mail.

4.4. SAP will provide remote consulting support to Vendor solely in relation to guidance in setting up the network connection for remote access, as described in the executed Services Offer. Further consulting services with respect to integration and training for the integration testing to be conducted by Vendor may be agreed under a separate agreement subject to the then current terms and conditions.

4.5. SAP employees must not be integrated into Vendor's workforce and Vendor has no managerial authority over them. Any instructions given by Vendor must relate to the scope of the works and services in the executed Services Offer and must be given to SAP's project coordinator.

4.6. SAP will decide which employees to use and reserves the right to replace any employee at any time. SAP may deploy freelance workers and other contractors to perform its duties in the Remote Access Service Contract as long as they are subject to confidentiality obligations.

4.7. Any deadlines are non-binding, except where SAP expressly agrees in writing that time is of the essence. Except with respect to those circumstances where time is of the essence, SAP will only be in default after 30 days written notice given by Vendor after expiration of the deadline. If SAP fails to comply with such a deadline where time is of the essence, Vendor must set a reasonable period of grace, which shall not be shorter than 2 weeks. After expiration of such period of grace and SAP's non-performance, Vendor is entitled to rescind or terminate the Remote Access Service Contract.

5. VENDOR'S CONTRIBUTIONS

5.1. In all phases and for all concerns, the reasonable cooperation of the Vendor is required. Vendor must provide all contributions free of charge as required in connection with performance of its obligations under the Remote Access Service Contract, including but not limited to providing necessary personnel,

workspace, hardware, software, data, and telecommunications facilities, answering questions, and evaluating SAP's deliverables. To the extent required for performance under the Remote Access Service Contract, Vendor shall grant SAP direct and remote access to Vendor's hardware and software.

5.2. Vendor must nominate in writing a suitable contact person for SAP (and qualified subproject leads, if beneficial for the collaboration), and provide SAP with the contact data (especially an e-mail address and telephone number) at which SAP can always reach each such person or an authorized substitute. The contact person must be able to make necessary decisions for Vendor or ensure that they are made without delay. Vendor must inform SAP of all changes to the contact details in writing without delay.

5.3. Vendor is responsible for making all its own internal arrangements necessary to receive remote services. In addition, Vendor must ensure that its use of remote access services does not adversely affect the use of those services by other customers.

5.4. Vendor must bear all costs and expenses arising out of its breach of its collaborative duties in this Section 5 or elsewhere in the Remote Access Service Contract. Vendor is obligated to pay any agreed upon fees in case of SAP's non-performance pursuant to Vendor's failure to perform or properly perform its obligations under the Remote Access Service Contract.

6. SPECIAL PROVISIONS CONCERNING REMOTE ACCESS

6.1. The type of system access depends on Vendor's selection in the order form. Systems can be remotely accessed by

   a) direct internet access;

   b) leased line of qualified network provider;

   c) ISDN dial-in; or

   d) Virtual Private Network (VPN) via internet. After executing the Contract, Vendor may discuss the best form of connection in the particular circumstances with SAP's dedicated contact person.

6.2. Remote access will be provided via the communications interfaces (for example, IP addresses) specified in the executed Service Offer using Vendor's password or authorization concept. Any specific Vendor employee provided with a password shall change the password frequently, but not less than once a month, and will keep password secret from others. As soon as Vendor becomes aware that a third party knows the password, it shall notify SAP without delay. Vendor is liable for all damages resulting from the unauthorized use of the SAP Software through Vendor's password, whether the damage is caused by any act or omission of Vendor, Vendor's employee, or any third party using Vendor's password.

6.3. The SAP Software is running on SAP servers and must not be copied to Vendor's server. Vendor has no right to receive the SAP Software in tangible form or otherwise.

6.4. Vendor is solely responsible for uploading and storage of its own data on SAP's server. Vendor shall only store data on SAP's server that is relevant for the system and required for the proper use of the SAP Software under the executed Service Offer. Further, Vendor is responsible for the supply and maintenance of its data and undertakes to check that the data is free of viruses, Trojan horses, and other malicious software.

6.5. Vendor is responsible for all content it provides and that becomes accessible via the SAP systems through Vendor's act or omission under the Remote Access Service Contract. Vendor shall indemnify SAP and hold SAP harmless from all third party claims in this respect.

6.6. When Vendor's license to use the SAP Software terminates, SAP shall return to Vendor all of Vendor's data that is still stored on the SAP server. Vendor has no right under the Remote Access Service Contract to claim any program suitable to use the data, including, but not limited to, the SAP Software.

7. LICENSE GRANT

7.1. Upon execution of the Service Offer, SAP grants to Vendor, for the term set forth in the Service Offer, a nonexclusive, non-transferable, non-sub licensable right to internally use the SAP Software described in the executed Service Offer solely for testing purposes and solely in connection with the remote access services provided under the Remote Access Service Contract. Vendor shall grant access to the SAP Software only in the exercise of its license, and only to Vendor's own employees and to contractors approved by SAP in writing.

7.2. Vendor must not remove any copyright or authorship notice, trademark, patent notice or any other reference to SAP's or SAP licensor's property.

7.3. All Intellectual Property Rights relating to the SAP Software made available under the Remote Access Service Contract remain vested exclusively in SAP and/or its licensors.

7.4. Vendor is not permitted to copy, translate, edit, arrange, or otherwise rework the software products. All Intellectual Property Rights in any modifications, and enhancements, or other derivative works of the SAP Software shall exclusively belong to SAP.

7.5. Vendor must not use any method including, but not limited to, decompiling, disassembly, and reverse engineering to determine the source code of the software products, or to obtain information about the design and creation of the SAP Software, except to the extent such restrictions are prohibited by applicable law.

8. PAYMENTS; RETENTION OF RIGHTS

8.1. The remuneration is as agreed in the executed Service Offer. If Vendor does not pay the agreed remuneration, SAP is entitled to refuse or cease to provide remote access and the associated services until full and final payment. All fees are non-refundable.

8.2. All prices are subject to statutory sales tax/VAT. SAP is entitled to submit invoices for partial performance. Payments are due on receipt of invoice and must be made within 30 days. No cash discount will be granted. SAP charges interest at a rate of 1.5% per month beginning 16 days after the due date for such payment.

8.3. All amounts under the Remote Access Service Contract are payable in advance. In general, the billing will be subject to the pricing set forth in the Service Offer. If no fixed price is agreed billing will be on a resource-related basis listing the provided works and services in the invoice.

8.4. Invoices are deemed accepted unless Vendor rejects them in writing within 2 weeks.

8.5. Vendor may not assign its claims to a third party.

9. LIMITED WARRANTY; INDEMNITY

9.1. While SAP shall use commercially reasonable efforts to provide the works and services under the Remote Access Service Contract in a professional and workmanlike manner, SAP cannot guarantee that every problem raised by Vendor may be resolved. Certain technical difficulties may result in service interruptions. Nothing under the Remote Access Service Contract may be construed as expanding any warranty under any other agreement between SAP and Vendor. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTY; AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; SAP AND ITS LICENSORS DO NOT MAKE; AND VENDOR DOES NOT RECEIVE ANY; WARRANTIES; REPRESENTATIONS OR CONDITIONS OF ANY KIND; EXPRESS; IMPLIED; STATUTORY; OR OTHERWISE RELATED TO OR ARISING IN ANY WAY OUT OF THE REMOTE ACCESS SERVICE CONTRACTS OR THE PROVISION OF SERVICES THEREUNDER: SAP SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY; SATISFACTORY QUALITY; NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ANY CLAIM OF VENDOR FOR COMPENSATION OF COSTS OR DAMAGES IS EXPRESSLY EXCLUDED.

9.2. In case of any defects, Vendor shall immediately notify SAP in writing identifying any defects and giving a precise description of the problem and appropriate information for eliminating such defect.

9.3. Vendor shall be solely responsible for and will indemnify, defend and hold SAP, SAP's affiliated companies and SAP's representatives, officers, employees, directors and agents harmless from and against any claims, damages, losses, liabilities, obligations, penalties and expenses. Including any legal fees and expenses, relating to or based on:

   a) any claims of negligence, misrepresentation, or errors or omissions on the part of Vendor or its representatives; and

   b) any claims that Vendor's Complementary Solution infringes Intellectual property rights. Any such claim is contingent upon :

   i. SAP notifying Vendor of the claim writing and in full detail without delay, and

ii.   SAP authorizing Vendor to conduct the dispute in and outside court against the third party. Vendor at its expense shall provide SAP with all reasonable assistance to defend against the claim.

9.4.   Vendor warrants that all data uploaded by Vendor onto SAP's servers is free of viruses, Trojan horses, and other malicious software.

10.   LIMITATION ON LIABILITY

10.1.   SUBJECT TO SECTION 10.2. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, WHETHER IN CONTRACT; TORT OR OTHERWISE UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO VENDOR OR ANY OF ITS REPRESENTATIVES FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID SERVICE FEES SET FORTH IN THE CONTRACT, OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAP'S LIABILITY IS CUMULATIVE; WITH ALL OF VENDORS LOSSES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE PROVISIONS OF THE AGREEMENT ALLOCATE RISKS BETWEEN SAP AND VENDOR. THE SERVICE FEES REFLECT THE ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY HEREIN.

10.2.   THE LIMITATION ON LIABILITY SET FORTH UNDER SECTION 10.1 SHALL NOT APPLY IN CASES OF DEATH, PERSONAL INJURY, FRAUD OR WILLFUL MISCONDUCT.

10.3.   Vendor undertakes to take appropriate steps to safeguard its data and programs, including without limitation making backup copies every day in machine readable form. SAP shall not liable for any loss of data or programs where the loss could have been avoided by compliance with this undertaking. In all other respect SAP's liability for loss of data is subject to the limitations in this Section 10.

10.4.   Vendor will be responsible and may be held liable for any non-compliance and breach of this contract by an Affiliate making use of the deliverables of the services. Vendor must ensure that the Affiliate complies with all provisions of this contract that might be applicable for using the deliverables of the services.

11.   CONFIDENTIALITY AND DATA PROTECTION

11.1.   Each party of the Remote Access Service Contract agrees:

a)   to maintain the other party's Confidential Information in strict confidence, taking steps to protect the other party's Confidential Information substantially similar to those steps that the party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care;

b)   not to disclose or reveal any Confidential Information to any third party other than employees and contractors of either party who are under obligations of confidentiality substantially similar to those set forth herein and who are actively and directly participating in the services described in the Contract or who otherwise need to know the Confidential Information for the purpose of the services described in the Contract; (subject to the additional restrictions in Section 11.3);

c)   to retain any and all confidential or internal or proprietary notices or legends which appear on the original and on any reproductions. In addition, except as expressly provided in this Remote Access Service Contract, neither party has the right to use the Confidential Information in any manner for any purposes other than for the fulfilment of executed Service Offers. The duties of confidentiality and non-use shall survive the expiration or termination of the Remote Access Service Contract.

11.2.   Notwithstanding anything to the contrary, "Confidential Information" shall not include any information that:

a)   has become generally known or available to the public through no act or omission on the part of the receiving party;

b)   at the time of disclosure to the receiving party was known to the receiving party free of restriction;

c)   is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information;

d)   is independently developed by the receiving Party without use or reference of the Confidential Information; or

e) Disclosing party agrees in writing is free of such restrictions.

11.3. The parties may disclose the other party's Confidential Information to the extent required by law, regulation, court order or regulatory agency, provided that the receiving party required to make such disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

11.4. Nothing in the Remote Access Service Contract shall prohibit or restrict either party's right to develop, make, use, market, license or distribute products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it shall not thereby breach the Remote Access Service Contract. Each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information.

11.5. Upon the disclosing party's request, and except to the extent it is legally entitled or required to retain the Confidential Information, the receiving party shall promptly destroy or return to the disclosing party, at the disclosing party's election, all materials containing the disclosing party's Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media), provided, however:

a) that if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and

b) that the receiving party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies.

11.6. It is not a purpose of the Remote Access Service Contract that SAP process or use personal data of Vendor for business purposes. Rather, any transfer of personal data will only take place in exceptional circumstances as an incidental effect of performing contractual duties. In case a party grants the other part access to its personal data, the parties shall comply with the applicable data protection legislation.

12. TERM AND TERMINATION

12.1. To the extent that a specific term is set forth in an executed Service Offer, the Remote Access Service Contract shall come into effect with its execution and shall be in effect for the term as set forth in the Service Offer.

12.2. To the extent no specific term is set forth in an executed Service Offer, Remote Access Service Contract shall come into effect with its execution and shall be in effect unless terminated. The Remote Access Service Contract may be terminated by either party thereto at any time, with 90 days written notice to the end of the current term.

12.3. SAP may terminate the Remote Access Service Contract or any parts thereof at any time by giving 90 days written notice.

12.4. SAP or Vendor may terminate Remote Access Service Contract immediately for cause in the event of a material breach of any provision of the respective Remote Access Service Contract that is not cured within 30 days after the terminating party provides notice of such breach in writing.

12.5. Termination for cause by SAP shall also apply in the following cases:

a) when Vendor is in default of payments; or

b) if Vendor materially fails to perform its obligations under the Remote Access Service Contract, or

c) if Vendor becomes insolvent, insolvency proceedings have justifiably been applied for on the Vendor's assets, such application has been rejected for lack of assets, execution measures against the Vendor have been fruitless; or

d) execution measures have been issued against the Vendor and not been cancelled within 1 month (e.g. cancellation of seizure); or

e) any change of control of Vendor according to Section 15 ff Companies Act (Aktiengesetz).

12.6. The notice of termination must be in written form. For the purposes of this provision, written form requires certified mail.

12.7. After termination of the Remote Access Service Contract, the parties must return to each other or, unless specifically agreed to by the parties, destroy all material including, but not limited to, Confidential Information and software. Such return or destruction must be confirmed in writing. All other provisions and agreements notwithstanding, Vendor must return to SAP the software and tools provided. SAP shall hand over to the Vendor the data supplied by the Vendor and the software provided by or created for the Vendor in the installation and parameterisation prepared for the Vendor. The Vendor is entitled to request from SAP a written declaration that SAP shall not withhold any software and data of the Vendor, but only if in return against such declaration the Vendor waives all possible claims for the refutation of which SAP, or its sub-contractor might require such objects.

12.8. Sections 9, 10, 11, 12 and 13 shall survive any expiration or termination of the Remote Access Service Contract.

12.9. Upon termination of the executed Service Offer or the GTCs, any works and services that have already been provided or performed will be invoiced in accordance with Section 8 of this GTCs. Any claims for damages subsequent to termination of the executed Service Offer that arise out of any works or services provided or performed prior to termination will be subject to Section 10 of these GTCs.

13. MISCELLANEOUS

13.1. Vendor consents to the jurisdiction of in the Court of Common Pleas of Delaware County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania for all claims, suits, or actions arising under this Agreement. This Agreement shall be governed by and construed under Pennsylvania law without reference to its rules of conflict of laws and the UN Sales Convention. The UNCITRAL purchase laws shall not apply.

13.2. Should any of the provisions of these GTCs or the Service Offer be or become invalid, the validity of the remaining provisions shall not be affected thereby.

13.3. Vendor and SAP are independent companies, each trading for its own account. Neither party nor its employees are authorized to make any representation, enter any undertaking, or give any warrantee for or on behalf of the other party except to the extent as expressly agreed to in writing by the other party in advance.

13.4. Neither party is liable to any end user for the quality of the goods, works, or services of the other party. Each party is solely responsible for billing and setting license fees for its own products.

13.5. Under the Remote Access Service Contract, the terms "cooperation", "partner", or similar expressions are only used to describe the spirit of the cooperation between the parties under the Remote Access Service Contract, and do not describe, or expressly or impliedly create, a legal partnership or joint venture, or any responsibility by one party for the actions of the other.

13.6. Neither party shall transfer, assign, or sublicense its rights or obligations under the Remote Access Service Contract in whole or in part, without the prior written consent of the other party. SAP may assign the Certification Contract in whole or in part to an Affiliate. In case of any Change of Control with Vendor, Vendor agrees to provide SAP with written notice upon the earlier of signing the definitive acquisition agreements or the public announcement and SAP has the right to terminate this Certification Contract or consent to the assignment within 30 days of receipt of such notice. Sections 13.5 and 13.6 shall apply accordingly. As used in this Section, "Change of Control" means the acquisition of or all or substantially all of the assets of Vendor by another entity in a single transaction or series of related transactions, or the stock purchase, sale of assets, merger or consolidation of Vendor with or into another entity, if more than 50% of the continuing or surviving entity's securities outstanding immediately after such stock purchase, sale of assets, merger or consolidation is owned by persons who were not stockholders of the party immediately prior to such merger or consolidation.

13.7. The Remote Access Service Contact constitutes the complete and exclusive statement of the agreement between SAP and Vendor, and all previous representations, discussions, and writings are superseded by, the Remote Access Service Contract.

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