SAP MaxAttention for on-premises solutions Service Description ("MSD")

SAP MaxAttention for on-premises solutions may provide professional expertise onsite and/or remotely to assist Customer in MaxAttention engagement planning, governance, analysis and identification of potential business improvement, road mapping and advisory on innovative technologies and solution architecture driving continuous business improvement within Customer's lines of business and/or to assist Customer in the handling of orchestration and operations of Customer's SAP on-premises solutions landscape, supporting transformation, implementation, upgrade, and operations and innovation projects.

The capitalized terms referred to and not defined herein will have the same meaning as they are defined in the Agreement.

1. DEFINITIONS

1.1. **"Calendar Quarter"** means the three-month period ending on March 31, June 30, September 30, and December 31 respectively of any given calendar year.

1.2. **"Local Office Time"** means regular working hours (8:00 am to 6:00 pm) during regular working days, in accordance with the applicable public holidays observed by SAP's registered office. Solely with regard to the SAP Service Level Agreement and/or the SAP Premium Service Level Agreement defined herein, both parties can mutually agree upon a different registered office of one of SAP's Affiliates to apply and serve as reference for the Local Office Time.

1.3. **"Normal Business Hours"** means an 8 hour period between 6:00 am and 8:00 pm, Monday thru Friday, unless otherwise agreed to in writing by the parties.

1.4. **"Production System"** means a live SAP system used for running Customer's internal business operations and where Customer's data is recorded.

1.5. **"Support Schedule"** means the schedule to the License Agreement for SAP support (i.e., SAP Standard Support, SAP Enterprise Support or SAP Product Support for Large Enterprises) that is in force for the Software licensed under the License Agreement for SAP Software.

1.6. **"Top-Issue"** means issues and/or failures identified and prioritized jointly by SAP and Customer in accordance with SAP standards which:

a) endanger Go-Live of a pre-production system; or

b) have a significant business impact on a Production System.

2. SAP MAXATTENTION SERVICES

SAP delivers only the SAP MaxAttention for on-premises solutions Services (**"MaxAttention Services"**) specified in SAP MaxAttention for on-premises solutions Scope Document to an Order Form referencing this MSD. SAP MaxAttention Services consist of the following components.

2.1. SAP Embedded Services

2.1.1. SAP delivers SAP Embedded Services as an onsite team consisting of the SAP support resources (**"Embedded Resources"**) identified in an SAP MaxAttention for on-premises solutions Scope Document to an Order Form performing the role described below. Such Embedded Resources will be available at the Customer location(s) during Normal Business Hours for the quota of days per period of time (**"Period"**) per assigned Embedded Resource during the MaxAttention Services Term all as specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form (**"Embedded Resources Quota"**). The assignment of Embedded Resources will occur within 6 weeks after execution of the Order Form. The Embedded Resources Quota does not include any vacation leave by the assigned Embedded Resources.

2.1.2. Depending on the role, the activities of the assigned Embedded Resource(s) will comprise one or any combination of the following areas to the extent applicable as mutually agreed to by the parties:

2.1.2.1. SAP Lead Technical Quality Manager **("LTQM")** activities:

a) Understand Customer's SAP Software solution, business processes, and strategic direction

b) Provide strategic advice, guidance, and assistance in the following areas:

- Technical risk management/program management of complex Customer Software implementation, upgrade, and transformation projects
- SAP release & upgrade strategy that is aligned with Customer's information technology (IT) strategy
- Identification of areas for potential reduction in Customer's total cost of operations and potential for the optimization (i.e., continuous improvement) of Customer's SAP Software

c) Provide transparency for focus area progress including status reporting of jointly agreed key performance indicators (**"KPIs"**)

d) Develop and maintain mutually agreed Customer-specific MaxAttention Services engagement plans

e) Facilitate the performance of the MaxAttention Services engagement plan including the coordination of individual service deliveries and SAP resource staffing

f) Assist Customer in defining monitoring requirements and strategy for key operations processes running on SAP Software

g) Assist Customer in coordinating, tracking, and reporting SAP technical risk mitigation and Top-Issues at Customer's executive level

2.1.2.2. SAP Technical Quality Manager (**"TQM"**) activities:

a) Provide advice, guidance, and assistance with agreed to focus areas:

- SAP support requirements, Customer support processes and use of SAP support tools (e.g., SAP Note Assistant, SAP Notes Search and SAP Solution Manager Enterprise Edition)
- Integrated end-to-end application lifecycle management
- Integration validation of complex Customer solutions
- Operate the SAP solution more efficiently
- Accelerated innovation for custom built solutions and rapid prototyping
- Solution availability management, monitoring, and performance
- Risk mitigation plan(s) for critical maintenance issues
- Incident reduction and/or avoidance

b) Track Customer's implementation of SAP's recommendations and action plans resulting from the delivery of SAP Expert Services hereunder

c) Provide periodic status and risk reporting at Customer's project management level

d) Manage quality gates for selected focus area projects

2.1.2.3. SAP Enterprise Architect (**"EA"**) activities:

a) Understand Customer's SAP Software solution, business processes and strategic direction to assist Customer in developing a to-be architecture design

b) Align the Customer's architectural strategy and roadmaps with the SAP solutions and platforms strategy

c) Provides advice, guidance, and assistance in the following areas

- Architecture for key programs
- Documentation of system landscape including solution, application, data, and integration architecture
- Customer's establishment of an architecture governance board

d) Support LTQM to facilitate, where appropriate, the performance of SAP Expert Services including the coordination of individual service deliveries and SAP resource staffing

e) Assist Customer in coordinating, tracking, and reporting SAP architecture roadblocks, pain points and mitigation

2.1.3. All SAP Embedded Services will be coordinated with Customer's Engagement Manager. Changes to the scope of the SAP Embedded Services may be made upon prior written mutual agreement of the parties. Any

such changes to the SAP Embedded Services will in all cases only relate to SAP Embedded Services and no other type of SAP services.

2.2. SAP Expert Services

2.2.1. SAP may provide (**"SAP Expert Services"**) during Normal Business Hours (unless otherwise agreed to in writing by the parties in advance) as may be determined by SAP and Customer in the agreed to MaxAttention Services engagement plan, for the quota of SAP Expert Services days per Period during the MaxAttention Services Term specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form (**"Expert Services Quota"**).

2.2.2. Within the Expert Services Quota, Customer will be entitled to choose any standard SAP Expert Service from SAP's then current portfolio of SAP Expert Services. A listing of SAP's current SAP Expert Services for on-premises solutions is available at http://www.sap.com/maxattention-service-list.

2.2.3. To schedule SAP Expert Services, Customer shall contact the LTQM assigned or designated Embedded Resource. SAP requires a minimum lead-time of 5 weeks for scheduling SAP Expert Service delivery requests. If reasonably possible for SAP, SAP Expert Services may also be scheduled based on short-term needs and according to arising project requirements. SAP will calculate the estimated days for a requested SAP Expert Service based on Customer's information and requirements. This estimate will include preparation and post processing activities. The days used for an SAP Expert Service will be deducted from the Expert Services Quota, where applicable. No time will be deducted from the Expert Services Quota for travel time. If Customer postpones or cancels any already requested SAP Expert Service less than 3 weeks before the start date of the SAP Expert Service, SAP may deduct already rendered days from Customer's Expert Services Quota.

2.2.4. Customer shall define a project team and make sure that the relevant contact people are available for the duration of the individual SAP Expert Service deliveries. Such Customer project teams should be staffed with Customer's IT Project Manager, concerned business process owners, system administrators, active users, and the persons who are responsible for the implementation of the respective core business processes. The agenda requires the participation of some or all of the Customer project team. Prior to an SAP Expert Service delivery, the Engagement Managers will:

a) agree upon a more formal agenda for the SAP Expert Service;

b) the required involvement of Customer's project team members; and

c) identify any prerequisite SAP Software for the performance of the SAP Expert Service.

2.3. SAP Expertise on Demand

2.3.1. SAP Expertise on Demand (**"EoD"** or **"EoD Services"**) is a remote service which provides SAP resources to fill Customer's need for short to medium-term duration (up to a maximum of ten EoD days in duration) tasks. These tasks target technically complex or unusual issues that are typically beyond the experience of Customer's staff such as: minor Modifications of SAP Software as defined in the applicable SAP License Agreement for SAP Software; minor configuration changes of Customer's SAP Software system; knowledge transfer on SAP Software and similar tasks. EoD Services do not include reaction on Customer incidents as these are covered under the Support Schedule to the License Agreement for SAP Software.

2.3.2. EoD Services will be provided during Normal Business Hours for the quota of EoD days per Period during the MaxAttention Services Term specified in an SAP MaxAttention for on-premises solutions Scope Document to an Order Form (**"EoD Quota"**).

2.3.3. To engage EoD Services, Customer will submit a support case, in English, via the SAP support infrastructure identifying the task and supporting information for the EoD Task for which Customer is requesting SAP's assistance (**"EoD Task"**). SAP shall then analyze Customer's EoD Task request. SAP may reject an EoD Task submitted by Customer if the request does not constitute an actual EoD Task in accordance with this Section 2.3 or if the EoD Task cannot be realized due to technical or legal implications. Where the EoD Task can be realized by SAP, SAP shall submit an action plan for completion of the EoD Task to Customer. If Customer accepts an action plan and wishes to have SAP commence work, SAP shall provide an estimated duration (in hours, subject to a minimum duration of 4 hours to complete an accepted EoD Task) for such EoD Task effort. Upon Customer's acceptance of the estimate, SAP shall commence work on completing the EoD

Task in accordance with the action plan. The actual hours used to perform an accepted EoD Task will be deducted from the EoD Quota. EoD Services cannot be used to deliver SAP Expert Services listed in Section 2.2 above.

2.3.4. SAP shall use commercially reasonable efforts to fulfill EoD Task requests submitted by Customer, however, SAP does not guarantee that it can or will fulfill every EoD Task request submitted by Customer and SAP will have no liability if it cannot or does not fulfill such EoD Task request. SAP shall notify Customer if it cannot fulfill an EoD Task request. If SAP commences work on an EoD Task and subsequently determines that it cannot or will not fulfill such EoD Task, SAP shall provide Customer with a written explanation of the reasons for such action.

2.4. SAP On-Call Duty Services

2.4.1. SAP On-Call Duty Services offer Customer remote access to a contact person within SAP's support organization to support Customer with critical business processes, upon request. Such SAP On-Call Duty Services contact will be available for the quota of SAP On-Call Duty Services sessions per Period during the MaxAttention Services Term specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form (**"On-Call Duty Quota"**).

2.4.2. An SAP On-Call-Duty Services session is:

a) either Monday to Sunday starting 08:00 and ending 20:00 the same day in Customer's local time zone; or

b) Monday to Sunday starting 20:00 and ending 08:00 the following day in Customer's local time zone.

2.4.3. To schedule SAP On-Call Duty Services Customer shall make a request in writing to the LTQM or the designated Embedded Resource. The scheduling of SAP On-Call Duty Services is subject to 5 weeks advance notice.

2.5. SAP Service Level Agreement

2.5.1. SAP Service Level Agreement is available as a component of an SAP MaxAttention Services engagement to customers who are subscribing to SAP's Product Support for Large Enterprises (**"PSLE"**) Support Schedule. Customers under contract with SAP for SAP Enterprise Support will receive SLA in accordance with those terms.

2.5.2. The following Service Level Agreement (**"SLA"** or **"SLAs"**) commitments will apply to all Customer incidents that SAP accepts as being Priority 1 or 2, and which fulfill the prerequisites specified herein, for Customer installation, system id (**"SID"**), and system number combinations specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form. Such SLAs will commence in the first full Calendar Quarter following execution of the Order Form.

2.5.2.1. SLA for Initial Response Times:

a) Priority 1 Incidents ("Very High"): SAP shall respond to Priority 1 incidents within 1 hour of SAP's receipt (24 hours a day, 7 days a week) of such Priority 1 incidents. An incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions, or Top-Issues and for each circumstance a workaround is not available.

b) Priority 2 Incidents ("High"): SAP shall respond to Priority 2 incidents within 4 hours of SAP's receipt during SAP's Local Office Time of such Priority 2 incidents. An incident is assigned Priority 2 if normal business transactions are seriously affected, and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions that are required to perform such transactions and/or tasks.

For further information on assigning priority levels see SAP Note 67739 available in the SAP Notes Database on SAP's Customer Support website at http://support.sap.com/notes.

2.5.2.2. SLA for Corrective Action Response Time for Priority 1 Incidents

SAP shall provide a solution, work around or action plan for resolution (**"Corrective Action"**) of Customer's Priority 1 incident within 4 hours of SAP's receipt (24 hours a day, 7 days a week) of such Priority 1 incidents.

2.5.2.3. If an action plan is submitted to Customer as a Corrective Action, such action plan will include:

a) status of the resolution process;

b) planned next steps, including identifying responsible SAP resources;

c) required Customer actions to support the resolution process;

d) to the extent possible, planned dates for SAP's actions; and

e) date and time for next status update from SAP. Subsequent status updates will include a summary of the actions undertaken so far; planned next steps; and date and time for next status update.

2.5.2.4. The SLA for Corrective Action only refers to that part of the processing time when the incident is being processed at SAP (**"Processing Time"**). Processing Time does not include the time when the incident is on status "Customer Action" or "SAP Proposed Solution", whereas:

a) the status **"Customer Action"** means the incident was handed over to Customer; and

b) the status **"SAP Proposed Solution"** means SAP has provided a Corrective Action as outlined herein.

2.5.2.5. The SLA for Corrective Action will be deemed met if within 4 hours of processing time: SAP proposes a solution (status "SAP Proposed Solution"), a workaround or an action plan; or if Customer agrees to reduce the priority level of the incident.

2.5.3. Prerequisites

2.5.3.1. The SLAs will only apply when the following prerequisites are met for all incidents:

a) in all cases except for Root Cause Analysis for Custom Code under Section 2.6 below, incidents are related to releases of SAP Software which are classified by SAP with the shipment status "unrestricted shipment";

b) incidents are submitted by Customer in English via the SAP Solution Manager Enterprise Edition system in accordance with SAP's then current incident processing log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported incident; and

c) incidents are related to a product release of SAP Software which falls into Mainstream Maintenance or Extended Maintenance.

2.5.3.2. For Priority 1 incidents, the following prerequisites must be fulfilled by Customer:

a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue;

b) Customer makes available for communications with SAP, 24 hours a day, 7 days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 incident consistent with Customer's obligations hereunder; and

c) a Customer contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

2.5.4. Exclusions

The following types of Priority 1 incidents are excluded from the SLAs:

a) incidents regarding a release, version and/or functionalities of software developed specifically for Customer (including without limitation those developed by SAP or an SAP Affiliate) except for custom code built with the SAP development workbench;

b) incidents regarding country versions that are realized as partner add-ons, enhancements, or modifications are expressly excluded even if these country versions were created by SAP or an SAP Affiliate; and

c) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request.

2.5.5. Service Level Credit

2.5.5.1. SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in 95% of the aggregate cases for all SLAs within a Calendar Quarter. If Customer submits less than 20 incidents (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the MaxAttention Services Term, SAP shall be deemed to have met its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA timeframe in more than one incident during the applicable Calendar Quarter.

2.5.5.2. Subject to Section 2.5.5.1 above, if the timeframes for the SLA's are not met (each a **"SLA Failure"**), the following rules and procedures will apply:

a) Customer shall inform SAP in writing of any alleged SLA Failure;

b) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Customer's claim;

c) Customer shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the SLAs;

d) subject to this Section 2.5.5, if based on the report, an SLA Failure is proved, SAP shall apply a Service Level Credit (**"SLC"**) to Customer's next MaxAttention Service Fee invoice equal to 0.25% of Customer's MaxAttention Service Fee for the applicable Calendar Quarter for each SLA Failure reported and proved, subject to a maximum SLC cap per Calendar Quarter of 5% of Customer's MaxAttention Service Fee for such Calendar Quarter;

e) Customer shall of notify SAP of any SLCs within 1 month after the end of a Calendar Quarter in which an SLA Failure occurs;

f) No SLC(s) will be applied unless notice of Customer's well-founded claim for SLC(s) is received by SAP in writing; and

g) The SLC stated in this Section 2.5.5.2 is Customer's sole and exclusive remedy with respect to any alleged or actual SLA Failure.

2.6. SAP Root Cause Analysis for Custom Code

2.6.1. For Customer custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis and may provide guidance for incident resolution, according to the SLA's stated in Sections 2.5.2 applicable for Priority 1 and Priority 2 incidents related to the Customer installation, SID, and system number combinations listed in an SAP MaxAttention for on-premises solutions Scope Document to an Order Form that are submitted by Customer in accordance with Section 2.5.3 above.

2.6.2. In addition to the prerequisites for the SLA's stated in Section 2.5.3 above, in order to receive SAP's Root Cause Analysis for Custom Code service Customer's custom code must be documented according to SAP's then-current standards (for details see http://support.sap.com/supportstandards).

2.6.3. SAP shall be deemed to have met the SLA for Corrective Action stated above for Priority 1 incidents related to Customer custom code by identifying possible root causes for the incident and/or failure of Customer's custom code.

2.6.4. SAP's Root Cause Analysis for Custom Code does not include providing corrections; work arounds; or incident resolution for Customer's custom code regardless of who created Customer's custom code.

2.7. SAP Premium Service Level Agreement

2.7.1. SAP Premium Service Level Agreement (**"PSLA"** or **"PLSA's"**) is available as a component of an SAP MaxAttention Services engagement to customers who are subscribing to SAP's Enterprise Support Schedule to a License Agreement or as a component of a MaxAttention Services engagement. PSLAs are in addition to the Service Level Agreements provided under an Enterprise Support Schedule to a License Agreement of as a component of MaxAttention Services engagement.

2.7.2. The following PSLA commitments will apply to all Customer incidents that SAP accepts as being Priority 2, 3 or 4 (as defined in SAP Note 67739) and which fulfill the prerequisites specified herein, for the Customer installation, SID, and system number combinations specified in the SAP MaxAttention for on-premises

solutions Scope Document to an Order Form. Such PSLAs will commence in the first full Calendar Quarter following execution of the Order Form.

2.7.2.1. PSLA for Initial Response Times:

a) Priority 2 Incidents ("High"): SAP shall respond to Priority 2 incidents within 2 hours of SAP's receipt (24 hours a day, 7 days a week) of such Priority 2 incidents. An incident is assigned Priority 2 if normal business transactions are seriously affected, and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions that are required to perform such transactions and/or tasks.

b) Priority 3 Incidents ("Medium"): SAP shall respond to Priority 3 incidents within 4 hours of SAP's receipt during Local Office Time of such Priority 3 incidents. An incident is assigned Priority 3 if normal business transactions are affected. The problem is caused by incorrect or inoperable functions that are required to perform such transactions.

c) Priority 4 Incidents ("Low"): SAP shall respond to Priority 4 incidents within 8 hours of SAP's receipt during Local Office Time of such Priority 4 incidents. An incident is assigned Priority 4 if the problem has few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions that are not required daily or are rarely used.

2.7.2.2. PSLA for Corrective Action Response Time for Priority 2 Incidents

SAP shall provide a solution, work around or action plan for resolution (**"Corrective Action"**) for Priority 2 incidents within 3 business days of SAP's receipt during Local Office Time of such Priority 2 incident (**"PSLA for Corrective Action for Priority 2"**).

2.7.2.3. If an action plan is submitted as a Corrective Action, such action plan will include:

a) status of the resolution process;

b) planned next steps, including identifying responsible SAP resources;

c) required Customer actions to support the resolution process;

d) to the extent possible, planned dates for SAP's actions; and

e) date and time for next status update from SAP. Subsequent status updates will include a summary of the actions undertaken so far; planned next steps; and date and time for next status update.

2.7.2.4. The PSLA for Corrective Action Response Time for Priority 2 Incidents only refers to that part of the processing time when the incident is being processed at SAP (**"Processing Time"**). Processing Time does not include the time when the incident is on status "Customer Action" or "SAP Proposed Solution", whereas:

a) the status **"Customer Action"** means the incident was handed over to Customer; and

b) the status **"SAP Proposed Solution"** means SAP has provided a Corrective Action as outlined herein.

2.7.2.5. The PSLAs for Corrective Action for Priority 2 incidents will be deemed met if within 3 business days of processing time for Priority 2 incidents: SAP proposes a solution, a workaround, or an action plan; or if Customer agrees to reduce the priority level of the incident.

2.7.3. Prerequisites

2.7.3.1. The PSLAs will only apply when the following prerequisites are met for incidents:

a) in all cases, except for Root Cause Analysis for Custom Code under Section 2.6 above, incidents are related to releases of SAP Software which are classified by SAP with the shipment status "unrestricted shipment";

b) incidents are submitted by Customer in English via the SAP Solution Manager Enterprise Edition in accordance with SAP's then current incident handling log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported incident; and

c) incidents are related to a product release of SAP Software which falls into Mainstream Maintenance or Extended Maintenance.

2.7.3.2. For Priority 2 incidents, the following additional prerequisites must be fulfilled by Customer:

a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue;

b) Customer makes available for communications with SAP, 24 hours a day, 7 days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 2 incident consistent with Customer's obligations hereunder; and

c) Customer contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

2.7.4. Exclusions.

The following types of incidents are excluded from the PSLAs:

a) incidents regarding a release, version and/or functionalities of SAP Software developed specifically for Customer (including without limitation those developed by SAP or an SAP Affiliate) except for custom code built with the SAP development workbench;

b) incidents regarding country versions that are realized as partner add-ons, enhancements, or modifications are expressly excluded even if these country versions were created by SAP or an SAP Affiliate;

c) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request; and

d) all incidents regarding third-party products made available by SAP.

2.7.5. Service Level Credit

2.7.5.1. SAP shall be deemed to have met its obligations pursuant to the PSLAs as stated above by reacting within the allowed time frames in 95% of the aggregate cases for all PSLAs within a Calendar Quarter. If Customer submits less than 20 incidents (in the aggregate for all PSLAs) pursuant to the PSLAs stated above in any Calendar Quarter during the MaxAttention Services Term, SAP shall be deemed to have met its obligations pursuant to the PSLAs stated above if SAP has not exceeded the stated PSLA time-frame in more than one incident during the applicable Calendar Quarter.

2.7.5.2. Subject to Section 2.7.5.1 above, if timeframes for the PSLA's are not met (each a **"PSLA Failure"**), the following rules and procedures will apply:

a) Customer shall inform SAP in writing of any alleged PSLA Failure;

b) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Customer's claim;

c) Customer shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the PSLAs;

d) subject to this Section 2.7.5, if based on the report, a PSLA Failure is proved, SAP shall apply a Premium Service Level Credit (**"PSLC"**) to Customer's next MaxAttention Service Fee invoice equal to 0.25% of Customer's MaxAttention Service Fee for the applicable Calendar Quarter for each PSLA Failure reported and proved, subject to a maximum PSLC cap per Calendar Quarter of 5% of Customer's MaxAttention Service Fee for such Calendar Quarter;

e) Customer shall notify SAP of any PSLCs within 1 month after the end of a Calendar Quarter in which a PSLA Failure occurs;

f) No PSLC(s) will be applied unless notice of Customer's well-founded claim for PSLC(s) is received by SAP in writing; and

g) The PSLC stated in this Section 2.7.5.2 is Customer's sole and exclusive remedy with respect to any alleged or actual PSLA Failure.

2.8. SAP Accelerated Incident Management ("AIM") Services

2.8.1. SAP will provide access to an English speaking named contact within SAP's support organization (**"SAP Incident Manager"**), between 8:30 am to 5:30 pm local time, Monday through Friday, unless otherwise agreed to in writing by the parties, to support Customer in optimizing processing Priority 1 and Priority 2 incidents as defined in the applicable SAP Support Agreement. The assignment of the SAP Incident Manager will occur within 6 weeks after execution of the Order Form.

2.8.2. The SAP Incident Manager provides:

a) incident activity and status monitoring for Priority 1 and Priority 2 incidents;

b) trend reporting of Customer's incident situation on all incident priorities of selected systems;

c) incident management process empowerment session(s); and

d) periodic remote meetings with Customer to review the status of Customer incidents.

2.8.3. In addition, SAP will make available a critical situation manager within SAP's support organization to remotely coordinate and/or assist a Customer designated management contact (**"Customer Contact"**) with Priority 1 incidents. Assignment of a critical situation manager will occur approximately 1 hour following Customer's request documented in a Priority 1 incident. The assigned critical situation manager will be available to Customer's Contact and will remain engaged until the earliest of the following:

a) resolution or workaround of the Priority 1 incident;

b) reduction of the incident priority level to a priority level other than Priority 1; or

c) agreement of the parties to disengage the assigned SAP individual.

2.8.4. AIM Services will only apply to incidents related to a product release of SAP Software which falls into Mainstream Maintenance or Extended Maintenance.

2.8.5. AIM Services will be provided solely for the select Customer installation, SID, and system number combinations specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form.

2.8.6. Customer may designate up to 3 qualified English-speaking contacts (**"Customer AIM Contact(s)"**) and shall provide contact details (in particular, e-mail address and telephone number) by means of which the Customer AIM Contact can be contacted. AIM Services will be delivered exclusively to the assigned Customer AIM Contact(s).

2.8.7. As preparation for delivery of AIM Services, Customer's AIM Contacts and the assigned SAP Incident Manager will jointly perform 1 initial remote set-up meeting.

3. ENGAGEMENT MANAGEMENT

3.1. Each party shall designate an Engagement Manager. SAP's Engagement Manager will be the assigned LTQM. Customer's Engagement Manager will be English speaking and empowered to make necessary decisions for Customer or bring about such decision without undue delay. Such Engagement Managers shall cooperate closely with each other to administer the terms of the Agreement. MaxAttention Services performed by the assigned SAP resources will be coordinated with Customer's Engagement Manager.

3.2. In addition, the parties shall conduct regular executive meetings during the term of MaxAttention Services (**"Executive Meetings"**). Such Executive Meetings will occur no less than once per quarter at times and dates mutually agreed to by the parties. The purpose of such Executive Meetings is to review, discuss and mutually agree if further measures are required to achieve the purposes of the MaxAttention Services based on the then current MaxAttention Services status. Each meeting will include a status report on progress in the key focus areas, including, but not limited to, the following:

a) An evaluation of progress under the MaxAttention Services program compared to the agreed to key focus areas, KPI's and the MaxAttention Services engagement plan;

b) Identification of risks and/or delays that may jeopardize the performance of Customer's SAP Software solution including risk mitigation recommendations;

c) Implementation of recommendations;

d) Discussion of open issues and any change requests from either party; and

e) Relevant details regarding project organization and planning.

A meeting report will be prepared by SAP's Engagement Manager and forwarded to Customer's Engagement Manager for verification. If Customer's Engagement Manager does not contest the report in writing within 30 working days of receiving such report by providing specific report change requests, the report will be deemed

confirmed by Customer. The parties shall cooperate in good faith to resolve any report change requests and issue final versions for approval and acceptance.

3.3. SAP Cloud Governance

If Customer has subscribed to SAP Advanced Success Plan and/or SAP Max Success Plan, the Success Expert(s) will be included into the MaxAttention Services engagement management governance [i.e., participate in Executive Meetings, coordinate activities with the designated Engagement Manager(s)] described in this Section 3 during the term of the MaxAttention Services and for so long as Customer continues to subscribe to SAP Advanced Success Plan and/or SAP Max Success Plan.

3.4. The cooperation of any Customer's third-party consulting partner(s) (**"Customer Partner"**) is critical to the success of the individual MaxAttention Service engagements. Customer shall ensure that such Customer Partner will comply with Customer's responsibilities, this MSD and any SAP MaxAttention for on-premises solutions Scope Document to an Order Form and will cooperate with SAP as reasonably requested by SAP in order for SAP to fulfill its obligations under this MSD and any SAP MaxAttention for on-premises solutions Scope Document to an Order Form.

4. CUSTOMER REQUIREMENTS

To receive MaxAttention Services under an Order Form, Customer must:

a) continue to pay all support fees (i.e., Enterprise Support Fees, or Product Support for Large Enterprises Fees) under the License Agreement for SAP Software;

b) otherwise fulfill its obligations under the License Agreement for SAP Software, GTC, the Order Form, and the SAP MaxAttention for on-premises solutions Scope Document; and

c) provide remote connectivity and data access in accordance with the Support Schedule.

5. GENERAL PROVISIONS

5.1. The assigned Embedded Resources will be entitled to their normal annual vacation leave as set forth in their employment contract with SAP or other SAP Affiliate.

5.2. To ensure efficient communication, the language for the delivery of MaxAttention Services will be English. Relevant information related to the individual MaxAttention Services will be provided to the SAP resources in English.

5.3. The assigned SAP resources (including the assigned Embedded Resources) may occasionally perform MaxAttention Services activities hereunder from an SAP office.

5.4. The scope of MaxAttention Services offered by SAP may be changed annually by SAP at any time upon 90 days prior written notice to reflect the continuing development of SAP Software and technical advances and provided such changes in the scope of MaxAttention Services are applied to similarly situated SAP customers subscribing to MaxAttention Services in the territory as defined in the applicable SAP License Agreement for SAP Software. If SAP exercises its option to change the scope in accordance with this Section 5.4, and such changes are not acceptable to Customer, Customer is entitled to terminate the SAP MaxAttention for on-premises solutions Scope Document(s) to any Order Form(s) affected by such scope change(s) with effect at the expiration of this 90 day period. If Customer does not terminate within such period, the changes are deemed to be accepted by Customer.

5.5. MaxAttention Services will terminate effective the same date as:

a) any termination of the Support Schedule under the License Agreement for SAP Software; or

b) any Customer change in its SAP support (i.e., SAP Enterprise Support or SAP Product Support for Large Enterprises) subscription to SAP Standard Support.