

AN ORDINANCE

2012-09-20-0723

AUTHORIZING A CONTRACT WITH SAP PUBLIC SERVICES, INC. FOR THE PURCHASE OF SAP'S SMART WORK MANAGER MOBILE APPLICATION PLATFORM FOR THE CITY OF SAN ANTONIO INFORMATION TECHNOLOGY SERVICES DEPARTMENT FOR A TOTAL OF UP TO \$335,500.00.

* * * * *

WHEREAS, several of the City's field service departments including Public Works, Parks and Recreation, and Solid Waste Management use SAP Work Order Management functionality to manage service requests generated through the 311 channel; and

WHEREAS, field personnel do not currently have an efficient way to access that system in the field and rely on manual or paper-based processes to track and manage their work; and

WHEREAS, the SAP SMART Mobile Work Manager will allow field personnel to interact with their work queues in the field with native tablet and smart phone applications and is available for procurement as a GSA Advantage cooperative contract; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. A contract with SAP, Public Services, Inc., in an amount not to exceed \$335,500.00, to provide the City with SAP SMART Mobile Work Manager, is hereby approved. The Chief Technology Officer or his designee is hereby authorized to execute a contract with SAP Public Services, Inc. A copy of the GSA Advantage cooperative contract and the bid tab are attached hereto and are incorporated by reference as **Attachment 1**.

SECTION 2. Payment in the amount not to exceed \$335,500.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00015, Plant Maintenance (Work Order Mangement), is authorized to be encumbered and made payable to SAP Public Services, Inc, for purchase of SAP's SMART Work Manager mobile application platform and a 1 year maintenance contract.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

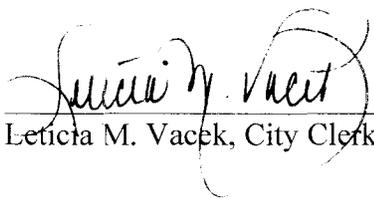
SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED and APPROVED this 20 day of September, 2012.



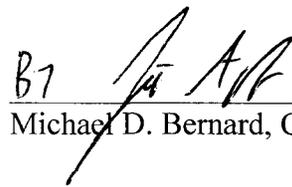
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



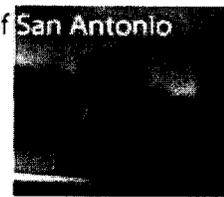
B7

Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 15

Name:	8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22B, 23, 24, 25, 26, 27, 28A, 28B, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45						
Date:	09/20/2012						
Time:	10:55:21 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with SAP Public Services, Inc. for the purchase of SAP's SMART Work Manager mobile application platform for the City of San Antonio Information Technology Services Department for a total of up to \$335,500.00 [Ben Gorzell, Jr., Chief Financial Officer; Hugh Miller, Director, Information Technology Services Department]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10	x					

City of San Antonio Bid Tabulation

Opened: August 30, 2012 For: SAP Work Manager / SAP Mobile Platform including Maintenance & Support 6100001982			GSA SAP Public Services, Inc. 1300 Pennsylvania Ave., Suite 600 Washington, DC 20004-3012 610-661-0739
Item	Description	Qty	
1	<u>Licenses:</u> Syclo Work Manager Price Each Price Total	100	\$2,750.00 \$275,000.00
2	SAP Mobile Platform Price Each Price Total Licenses Total	100	Included Included \$275,000.00
3	Annual Maintenance Fee FY 2013 Price Each Price Total	1	\$60,500.00 \$60,500.00
4	Annual Maintenance Fee FY 2014 Price Each Price Total	1	\$60,500.00 \$60,500.00
5	Annual Maintenance Fee FY 2015 Price Each Price Total	1	\$60,500.00 \$60,500.00
6	Annual Maintenance Fee FY 2016 Price Each Price Total	1	\$60,500.00 \$60,500.00
	Annual Maintenance Fees Total		\$242,000.00
	Estimated Total		\$517,000.00
	Estimated Total Award		\$517,000.00

ATTACHMENT I



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Acquisition
Service**

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C

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0406V	Socio-Economic :	Other than small business
Contractor:	SAP PUBLIC SERVICES, INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	1300 PENNSYLVANIA AVE STE 600 WASHINGTON, DC 20004-3012	Govt. Contracting Officer:	Gary Davis
Phone:	(202)312-3500	Phone:	703-605-9196
E-Mail:	rick.burch.jr@sap.com	E-Mail:	garyc.davis@gsa.gov
Web Address:	http://www.sap.com	Contract Clauses/Exceptions:	
DUNS:	085800527	View the specifics for this contract	
NAICS:	443120		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0406V		Apr 29, 2014	132 33	
					132 34	
					132 50	
					132 51	
					132 52	
					132 53	



Federal Supply Service

***Authorized Information Technology
Schedule Pricelist***

GS-35F-0406V

Period Covered by Contract: May 1, 2009 THROUGH April 30, 2014



***GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES***



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Special Item Numbers (SIN)	Products/Services
132-33.....	Perpetual Software Licenses
132-34.....	Maintenance of Software
132-50.....	Training Courses
132-51.....	IT Professional Services
132-52.....	Electronic Commerce Services

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE

FPDS Code U012

SIN 132-51 – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

SIN 132-52 – ELECTRONIC COMMERCE SERVICES



SAP Public Services, Inc.
The Ronald Reagan Building
International Trade Center
1300 Pennsylvania Avenue, NW
Suite 600/North Tower/Grey
Washington, DC 20004
(202) 312-3500
<http://www.sap.com>

Contract Number:
GS-35F-0406V

Period Covered by Contract:
May 1, 2009 through April 30, 2014

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PS 0031, dated July 9, 2012.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>



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**SECTION 1: INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation, SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule Contractors consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic delivery only.

2. Ordering Address and Payment Information for SAP Public Services, Inc. (SAP):

2.1 Orders should be submitted to the following location:

Federal Sales Administrator
SAP Public Services, Inc.
3999 West Chester Pike
Newtown Square, PA 19073
(202) 312-3500
(610) 661-3654 Fax

2.2 Payment information can be obtained from, and remittance should be sent to:

Finance Manager
SAP Public Services, Inc.
3999 West Chester Pike
Newtown Square, PA 19073
(610) 661-1000



2.3 Bank account information for wire transfer payments is as follows:

Bank Transit/ABA #: 036076150
 Bank Name: Citizens Bank of Pennsylvania
 Bank Account #: 6213781629
 EIN #: 54-1865804
 SAP Contact: Public Services Finance Manager (610) 661-1000

SAP is required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: Federal Sales Administrator (202) 312-3500.

2.4 This Information Technology Pricelist is an addendum to the contract for purposes of GSA Solicitation clause C.1, Contract Terms and Conditions-Commercial Items (FAR 52.212-4) (SEP 2005) (TAILORED) (DEVIATION – MAY 2003), subparagraph (s), item (4).

3. Liability for Injury or Damage

SAP shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of Software or any of the services supplied by SAP, unless such injury or damage is due to the fault or negligence of SAP. SAP's liability for tangible property damage shall not exceed an amount up to the amount by which such damage is paid by SAP's liability insurance, which is currently not less than \$1,000,000 per occurrence with \$20,000,000 umbrella coverage.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: 08-58-00527
 Block 30: Type of Contractor – C. Large Business
 Block 31: Woman-Owned Small Business – No
 Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1865804

4a. CAGE Code: 1JGP2

5. FOB Destination

6. Delivery Schedule

6a. TIME OF DELIVERY. SAP shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME
<u>132-33 Perpetual Software License</u>	<u>14 Days ARO</u>
<u>132-34 Maintenance of Software</u>	<u>14 Days ARO</u>
<u>132-50 Training</u>	<u>30-90 Days ARO</u>

6b. URGENT REQUIREMENTS

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact SAP for the purpose of obtaining accelerated delivery. SAP shall reply to the inquiry within three (3) workdays after receipt.



(Telephonic replies will be confirmed by SAP in writing.) If SAP offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed-upon accelerated delivery time frame shall be delivered within this shorter delivery time, and in accordance with all other terms and conditions of the contract.

7. Discounts

- a. Prompt Payment: 0 % - none.
- b. Quantity - as stated in the GSA Pricelist, if any.
- c. Dollar Volume-as indicated in the GSA Pricelist; see Volume Discount Schedule on page 84.
- d. Government Educational Institutions- none.
- e. Other- Training Services and IT Professional Services- 5%

8. Trade Agreement Act of 1979, as Amended

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing

Export packing is not available.

10. Small Requirements

The minimum dollar value of orders to be issued is \$100.00.

11. Maximum Order: (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Number (SIN) is \$25,000:
Special Item Number 132-50 - Training Courses

12. Ordering Procedures for Federal Supply Schedule Contracts

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. Federal Information Technology/Telecommunication Standards Requirements

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by SAP.

13.1 Federal Information Processing Standards Publications (FIPs-PUBs)



Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 Federal Telecommunication Standards (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, S.W., Suite 8100, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number 301/975-2833.

14. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule. Please note that SAP does not possess a Department of Defense facility security clearance and as such can not hold valid personal security clearances for its employees. All access to classified information will need to be performed under the sponsorship of the ordering activity or customer. This includes sponsorship of SAP employees for personnel security clearances as required.

(b) Travel: SAP may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, SAP may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, SAP may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: SAP may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, SAP's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: SAP may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. Contract Administration for Ordering Activities

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs [l] Termination for the ordering activity's convenience, and [m] Termination for Cause (See C.1.).

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to SAP's schedule prices with ordering information.. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (e.g., Netscape). The Internet address is <http://www.fss.gsa.gov/>.

17. Purchase of Open Market Items

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. SAP Commitments, Warranties and Representations

a. For the purpose of this contract, commitments, warranties, and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by SAP.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract or not provided in writing by SAP. Terms and conditions of any orders are limited strictly to those specified in the Schedule Contract and Pricelist and agreed to by GSA. The only exception shall be those orders that incorporate additional or amended contractual provisions (e.g., pricing or payment provisions, statements of work, etc.) negotiated and mutually agreed between SAP and the ordering agency prior to issuance of such orders to SAP. In no event may an ordering activity unilaterally impose additional terms, conditions or other requirements upon SAP by virtue of their incorporation into or attachment to an order. As such, SAP and the ordering activity agree that no preprinted, attached, referenced or other terms shall apply to the other and any such additions shall be deemed void, and of no force or effect.

19. Overseas Activities

The terms and conditions of this contract do not apply to the purchase of Software Licenses or any orders for any services outside the 48 contiguous states including Alaska, Hawaii, Commonwealth of Puerto Rico or the District of Columbia.

20. Blanket Purchase Agreements (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with clauses 552.238-74, Industrial Funding Fee and Sales Reporting; i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and

decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. Section 508 Compliance

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.sap.com

The EIT standard can be found at: www.Section508.gov/.

24. Prime Contractor Ordering from Federal Supply Schedules

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. Insurance – Work on a Government Installation (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all



subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. Software Interoperability

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. Advance Payments

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

SECTION 2. TERMS AND CONDITIONS

2A. TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. Inspection

The Software products licensed hereunder shall be deemed accepted when ordered and delivered to the ordering entity, consistent with SAP's commercial practice for commercial-off-the-shelf software. The ordering activity reserves the right to inspect or test any software or services that have been delivered, and may require repair or replacement of software or services within the relevant warranty period set forth in this contract.

2. Performance Warranty

2.1 Warranty Period; Warranty. SAP warrants that the Software will substantially conform to the functional specifications contained in the Documentation for one (1) year following Delivery (the "Warranty Period") when Used without material alteration on the Designated Unit(s). SAP's warranty is subject to the ordering activity providing SAP necessary access, including remote access, to the Software. The ordering activity shall provide SAP with sufficient test time and support on the ordering activity's Designated Unit(s) to permit SAP to use reasonable efforts to correct the applicable reported defect.

2.2 Scope of Warranty.

(a) The warranty set forth in this Section 2 shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) to any Extensions or Modifications; or (iii) if the defect is caused by a Modification or Extension, the ordering activity, or third-party software.

(b) SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors which do not materially affect such performance, or that the applications contained in the Software are designed to meet all of the ordering activity's business requirements.

2.3 Express Disclaimer. SAP AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

2.4 Limitation of Liability. SAP will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. Technical Services

Provided the ordering activity purchases Software maintenance services, SAP will, without additional charge to the ordering activity, provide a hot line technical support number for the purpose of providing User assistance and guidance in the implementation of the Software. The technical support number is (610) 725-4545 or (800) 677-7271, and shall be available twenty-four (24) hours a day, seven (7) days a week.

4. Software Maintenance

4.1 Software maintenance service shall include the delivery of Releases, Versions, Correction Levels and Software correction packages, support via telephone, remote support/update, and SAP's On-line Software Services. Maintenance does not include the adaptation of any Modifications or Extensions developed by or for the ordering activity to new Releases or Versions. In order to receive maintenance hereunder, the ordering activity must make all required remote support and update connections to each Designated Unit. Maintenance will only be offered for the most recent Release and the Release immediately prior thereto.

4.1.1. ENTERPRISE SUPPORT SERVICES:

This Section 4.1.1 governs the provision of support services by SAP as further defined herein ("SAP Enterprise Support") for all software licensed by Licensee hereunder (hereinafter collectively referred to as the "Enterprise Support Solutions"), excluding software to which special support agreements apply.

4.1.1.1. Definitions:

- 4.1.1.1.1 "Go-Live" marks the point in time from when, after implementation of Enterprise Support Solution or an upgrade of Enterprise Support Solution, the Enterprise Support Solution can be used by Licensee for processing real data in live operation mode and for running Licensee's business in accordance with the rights granted hereunder.
- 4.1.1.1.2 "Licensee Solution" shall mean Enterprise Support Solutions and any other software licensed by Licensee from third parties provided such third party software is operated in conjunction with Enterprise Support Solutions.
- 4.1.1.1.3 "Production System" shall mean a live SAP system used for normal business operations and where Licensee's data is recorded.
- 4.1.1.1.4 "SAP Software Solution(s)" shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee's business.
- 4.1.1.1.5 "Service Session" shall mean a sequence of support activities and tasks carried out remotely to collect further information on an incident by interview or by analysis in a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.
- 4.1.1.1.6 "Top-Issue" shall mean issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on Licensee's core Production System.
- 4.1.1.2. **Scope of SAP Enterprise Support.** Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, SAP Enterprise Support services. SAP Enterprise Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Enterprise Support Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections or changes to existing functionality. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- Technology updates to support third-party operating systems and databases.
- Available ABAP source code for Software applications and additionally released and supported function modules.
- Software change management processes and tools.

Global Support Backbone

- SAP Service Marketplace - SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to licensees and partners of SAP.
- SAP Notes on the SAP Service Marketplace document software errors and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that customers can implement into their SAP system. SAP Notes also documents related issues, customer questions, and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- SAP Solution Manager Enterprise Edition – as described in Section 4.1.1.2.4

Mission Critical Support

- Global message handling by SAP for problems related to Enterprise Support Solutions (excluding software to which special support agreements apply), including Service Level Agreements for Initial Reaction Time and Corrective Action.
- Global 24x7 root cause analysis and escalation procedures.
- SAP Support Advisory Center – as described in Section 4.1.1.2.2
- Continuous Quality Checks – as described in Section 4.1.1.2.3

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to help optimize available resources with SAP EarlyWatch Alert.
- Collector components for systems to report on the status of the Enterprise Support Solutions.
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, Best Practices, an Implementation Guide (IMG), Business Configuration (BC) Sets and Customizing Monitoring.
- Access to the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides data about best business practices, service offerings, etc.

4.1.1.2.1. **Global Message Handling and Service Level Agreement (SLA).** When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid and bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. When Licensee creates an error message, the system automatically collects the most important system data (transaction code, program ID, Support Package level, message number, etc.). All persons involved in the message solving process can access the status of the message at any time.

In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provide remote access as specified in Section 4.1.1.3.2(iii). SAP Enterprise Support is provided exclusively to Licensee's Customer Center of Expertise.

The following Service Level Agreements ("SLA" or "SLAs") shall apply to all Licensee support messages that SAP accepts as being Priority 1 or 2 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the completion of Licensee's implementation of the mandatory recommendations resulting from the Initial Assessment specified in Section 4.1.1.2.2 below. As used herein, "Calendar Quarter" is the three month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year.

4.1.1.2.1.1 SLA for Initial Response Times:

- a. Priority 1 Support Messages ("Very High"). SAP shall respond to Priority 1 support messages within one (1) hour of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 support messages. A message 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 in the Production System, or Top-Issues
- b. Priority 2 Support Messages ("High"). SAP shall respond to Priority 2 support messages within four (4) hours of SAP's receipt (during SAP's normal business hours in the region Licensee is located) of such Priority 2 support messages. A message 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 in the SAP system that are required to perform such transactions and/or tasks.

4.1.1.2.1.2 SLA for Corrective Action Response Time for Priority 1 Support Messages: SAP shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 1 support message within four (4) hours of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 support message ("SLA for Corrective Action"). In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Licensee actions to support the resolution process; (iv) to the extent possible, due dates for SAP's actions; and (v) date and time for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The SLA for Corrective Action only refers to that part of the processing time when the message is being processed at SAP ("Processing Time"). Processing Time does not include the time when the message is on status "Partner Action", "Customer Action" or "SAP Proposed Solution", whereas (a) the status Partner Action means the support message was handed over to a technology or software partner of SAP or a third party vendor of SAP for further processing; (b) the status Customer Action means the support message was handed over to Licensee; and (c) the status SAP Proposed Solution means SAP has provided a Corrective Action as outlined herein. The SLA for Corrective Action shall be deemed met if within four (4) hours of processing time: SAP proposes a solution (status "SAP Proposed Solution"), a workaround or an action plan; or if Licensee agrees to reduce the priority level of the message.

4.1.1.2.1.3 Prerequisites and Exclusions.

4.1.1.2.1.3.1 Prerequisites. The SLAs shall only apply when the following prerequisites are met for all support messages: (i) support messages are related to releases of Enterprise Support Solutions which are classified by SAP with the shipment status "unrestricted shipment"; (ii) support messages are submitted by Licensee in English via the SAP Solution Manager Software in accordance with SAP's then current support message 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 error; (iii) support messages are related to a product release of Enterprise Support Solutions which falls into Mainstream Maintenance or Extended Maintenance. For Priority 1 support messages, the following prerequisites must be fulfilled by Licensee: (a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue; (b) Licensee makes available for communications with SAP, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 message consistent with Licensee's obligations hereunder; and (c) a Licensee contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

4.1.1.2.1.3.2 Exclusions. For SAP Enterprise Support the following types of Priority 1 messages are excluded from the SLAs: (i) support messages regarding a release, version and/or functionalities of Enterprise Support Solutions developed specifically for Licensee (including without limitation those developed by SAP Custom Development and/or by SAP subsidiaries); (ii) support messages regarding country versions that are not part of the Enterprise Support Solutions and instead are realized as partner add-ons, enhancements, or modifications is expressly excluded even if these country versions were created by SAP or an associated organization; and (iii) the root cause behind the support message is not a malfunction, but a missing functionality ("development request") or the support message is ascribed to a consulting request.

4.1.1.2.1.4 Service Level Credit.

4.1.1.2.1.4.1 SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Licensee submits less than twenty (20) messages (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the Enterprise Support term, Licensee agrees that SAP shall be deemed to have met the its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA time-frame in more than one support message during the applicable Calendar Quarter.

4.1.1.2.1.4.2. Subject to Section 4.1.1.2.1.4.1 above, in the event that the timeframes for the SLA's are not met (each a "Failure"), the following rules and procedures shall apply: (i) Licensee shall inform SAP in writing of any alleged Failure; (ii) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Licensee's claim; (iii) Licensee shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the SLAs; (iv) subject to this Section 4.1.1.2.1.4, if based on the report, an SAP Failure is proved, SAP shall apply a Service Level Credit ("SLC") to Licensee's next SAP Enterprise Support Fee invoice equal to one quarter percent (0.25%) of Licensee's SAP Enterprise Support Fee for the applicable Calendar Quarter for each Failure reported and proved, subject to a maximum SLC cap per Calendar Quarter of five percent (5%) of Licensee's SAP Enterprise Support Fee for such Calendar Quarter. Licensee bears the responsibility of notifying SAP of any SLCs within thirty (30) days after the end of a Calendar Quarter in which a Failure occurs. No penalties will be paid unless notice of Licensee's claim for SLC(s) is received by SAP in writing. The SLC stated in this Section 4.1.1.2.1.4 is Licensee's sole and exclusive remedy with respect to any alleged or actual Failure.

4.1.1.2.2 **SAP Support Advisory Center**. For Priority 1 and Top-Issues directly related to the Enterprise Support Solutions, SAP shall make available a global unit within SAP's support organization for mission critical support related requests (the "Support Advisory Center"). The Support Advisory Center will perform the following mission critical support tasks: (i) remote support for Top-Issues – the Support Advisory Center will act as an additional escalation level, enabling 24x7 root cause analysis for problem identification; (ii) Continuous Quality Check service delivery planning in collaboration with Licensee's IT, including scheduling and delivery coordination; (iii) remote certification of the SAP Customer Center of Expertise if requested by Licensee; and (iv) providing guidance in cases in which Continuous Quality Checks (as defined in Section 4.1.1.2.3 below), an action plan and/or written recommendations of SAP show a critical status (e.g., a red CQC report) of the Enterprise Support Solution.

As preparation for the Service Level Agreement and Continuous Quality Check delivery through SAP Solution Manager Enterprise Edition, Licensee's Contact Person and SAP shall jointly perform one mandatory setup service ("Initial Assessment") for the Enterprise Support Solutions. The Initial Assessment shall be based upon SAP standards and documentation.

The designated SAP Support Advisory Center will be English speaking and available to Licensee's Contact Person (as defined below) or its authorized representative twenty-four hours a day, seven

days a week for mission critical support related requests. The available local or global dial-in numbers are shown in SAP Note 560499. For eight hours per day (9AM to 5PM Eastern Standard Time) five days a week (Monday through Friday, excluding public holidays) communication with the support advisory with the Support Advisory Center is also possible via customer message using component SV-ES-SAC for SAP Enterprise Support related mission critical service related requests.

The Support Advisory Center is only responsible for the above mentioned mission critical support tasks to the extent these tasks are directly related to issues regarding the Enterprise Support Solutions.

4.1.1.2.3 **SAP Continuous Quality Check.** In case of critical situations related to the SAP Software Solution (such as, implementation, upgrade, migration or Top Issues), SAP will provide at least one Continuous Quality Check (the "Continuous Quality Check" or "CQC") per year for each SAP Software Solution. The CQC portfolio of services for licensees includes, but is not limited to,

- SAP GoingLive™ Check for an implementation project going productive.
- SAP GoingLive™ Functional Upgrade Check for an upgrade to a higher release.
- SAP OS/DB Migration Check

The CQC may consist of one or more manual or automatic remote Service Sessions. SAP may deliver further CQC's in cases where vital alerts reported by SAP EarlyWatch Alert or in those cases where Licensee and the SAP Advisory Center mutually agree that such a service is needed to handle a Top-Issue. Details, such as the exact priorities of a CQC, shall be mutually agreed upon between the parties. At the end of a CQC, SAP will provide Licensee with an action plan and/or written recommendations. Licensee acknowledges that all or part of the CQC sessions may be delivered by SAP and/or a certified SAP partner acting as SAP's subcontractor and based on SAP's CQC standards and methodologies. Licensee agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of CQC's hereunder.

In the event the Effective Date of this Schedule is after September 30th of the year in which the Effective Date occurs, Licensee shall not be entitled to receive the above mentioned CQC services for the remainder of such calendar year.

Licensee acknowledges that SAP limits CQC re-scheduling to a maximum of three times per year. Re-scheduling must take place at least 5 working days before the planned delivery date. If Licensee fails to follow these guidelines, SAP is not obliged to deliver the yearly CQC to the Licensee.

4.1.1.2.4 **SAP Solution Manager Enterprise Edition.** SAP Solution Manager Enterprise Edition includes SAP Solution Manager Standard Edition plus additional functionalities ("ES Components"). ES Components are activated separately and cannot function without SAP Solution Manager Standard Edition.

SAP Solution Manager shall be subject to the Agreement and is for the following purposes only: (i) delivery of SAP Enterprise Support and support services for Licensee Solution including delivery and installation of software and technology maintenance for Enterprise Support Solutions; (ii) the operation of a service desk for Enterprise Support Solutions and remote diagnostic tools for Licensee Solutions; (iii) application management for Licensee Solutions including implementation, testing, change request management, operations and continuous improvement for Enterprise Support Solutions; and; (iv) administration, monitoring and reporting for Licensee Solution. The use for the SAP Solution Manager Enterprise Edition is limited to the Licensee Solutions only.

SAP Solution Manager Enterprise Edition is subject to the usage rights granted in the Agreement and may not be used for any other purposes than those specified herein. The right to use any SAP Solution Manager Enterprise Edition capabilities other than those above is subject to a separate

written agreement with SAP, even if such capabilities are contained in or related to SAP Solution Manager Enterprise Edition.

4.1.1.3. Licensee's Responsibilities.

4.1.1.3.1 **SAP Enterprise Support Program Management.** In order to receive SAP Enterprise Support hereunder, Licensee shall designate a qualified English speaking contact within its SAP Customer Center of Expertise for the Support Advisory Center (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

4.1.1.3.2 **Other Requirements.** In order to receive SAP Enterprise Support hereunder, Licensee must:

(i) Continue to pay all Enterprise Support Service Fees for the Software licensed hereunder and in accordance with the terms provided herein.

(ii) Otherwise fulfill its obligations hereunder.

(iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for problem analysis as part of message handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.

(iv) Establish and maintain an SAP certified CCOE meeting the requirements specified in Section 4.1.1.4 below within twelve months of the Effective Date of Licensee's initial SAP software license order.

(v) Have installed, configured and be using productively, an SAP Solution Manager Standard Edition Software system, with the latest patch levels for Basis, ABAP, and the latest SAP Solution Manager Standard Edition Software support packages.

(vi) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager system. See SAP Note 207223 for information on setting up this service.

(vii) Establish a connection between Licensee's SAP Solution Manager Software installation and SAP and a connection between the Licensee Solutions and Licensee's SAP Solution Manager Software installation. Licensee shall maintain the solution landscape in Licensee's SAP Solution Manager Software system for all Production Systems and systems connected to the Production Systems. Licensee shall maintain the Software Solutions and core business processes in Licensee's SAP Solution Manager Software system at least for the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Software system.

(viii) To fully enable and activate the SAP Solution Manager Enterprise Edition specific enhancements to SAP Solution Manager, Licensee shall adhere to the applicable documentation.

(ix) Licensee agrees to maintain adequate and current records of all Modifications and, if needed, promptly provide such records to SAP.

4.1.1.4. Customer Center of Expertise. In order to receive SAP Enterprise Support hereunder, Licensee shall establish a Customer Center of Expertise ("CCOE"). The CCOE is an organizational unit within Licensee's organization covering all Licensee core business process operations that acts as Licensee's central point of contact with SAP's support organization. SAP recommends starting the implementation of the CCOE as a project that runs in parallel with the functional and technical implementation projects.

A CCOE must support each installation covered by the contract. If Enterprise Support Solutions are installed in more than one of three regions (EMEA, Americas, Asia/Pacific) a CCOE may be set-up in each region.

The CCOE must fulfill the following basic functions:

- **Support Desk:** Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be jointly reviewed in the framework of the service planning process and the certification audit.
- **Contract administration:** Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- **Coordination of innovation requests:** Collection and coordination of development requests from the Licensee. In this role the CCOE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Software and to ensure that planned modifications are in alignment with the SAP software and release strategy. The CCOE shall also coordinate Licensee's Modification notification and disclosure requirements.
- **Information management:** Distribution of information (e.g., internal demonstrations, information events and marketing) about Software and the CCOE within the Licensee's organization.
- **Service Planning:** Licensee shall regularly engage in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

All Named Users may have access to SAP's support portal however, only Licensee CCOE employees are authorized to contact SAP after attempting to resolve the matter. In the event Licensee does not establish and maintain a certified CCOE(s) in accordance with the above (including any required recertification), SAP shall be entitled to increase Licensee's then current maintenance percentage factor then in effect. Licensee is required to certify their CCOE through an audit, conducted by SAP, verifying Licensee's compliance with the obligations described in this Section 4.1.1.4. Detailed information on the initial certification and re-certification process and conditions are available in SAP CCCNet in the SAP Service Marketplace.

4.1.1.5. Enterprise Support Fees. SAP Enterprise Support is priced at twenty-two percent (22%) of net software license fees per year. SAP Enterprise Support Fees shall be paid quarterly in arrears and shall be specified in orders executed hereunder. SAP Enterprise Support offered by SAP may be changed annually by SAP at any time upon three months prior written notice. After the initial term, the Enterprise Support Fees and any limitations on increases are subject to Licensee's compliance with the CCC requirements specified above.

Subject to any individual customer's existing contractual commitments with SAP, which SAP will continue to honor, for SAP software licenses acquired by the customer prior to July 2008 that were maintained under SAP Standard Maintenance based on a Maintenance Factor of 17%, commencing January 1, 2009, such 17% Factor shall be subject to an annual increase each subsequent January 1 as set forth in the table below until such time that the Maintenance factor reaches 22%.

Calendar Year	2011	2012	2013	2014	2015	2016
Maintenance Factor	18.9%	19.5%	20.1%	20.84%	21.4%	22%

4.1.1.6. **Termination.** After the Initial Term, Enterprise Support may be terminated by either party with 90 days written notice prior to the start of the following renewal period. Any termination will be effective at the end of the then-current Enterprise Support period during which the termination notice is received by SAP. Notwithstanding the forgoing, SAP may terminate Enterprise Support after thirty days written notice of Licensee's failure to pay Enterprise Support Fees.

4.1.1.7. **Changes to Licensee Information.** In order to receive SAP Enterprise Support hereunder, Licensee undertakes to inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the Enterprise Support Solutions. To ensure compliance with these terms, SAP shall be entitled to periodically monitor (i) the correctness of the information Licensee provided and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in Section 4.1.1.2.4.

4.1.1.8. **Reinstatement.** In the event Licensee elects not to commence SAP Enterprise Support upon the first day of the month following initial delivery of the Software, or SAP Enterprise Support is otherwise terminated pursuant to section 4.1.1.6 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued SAP Enterprise Support Fees associated with such time period plus a reinstatement fee.

4.1.1.9. **Other Terms and Conditions.**

4.1.1.9.1 In order to receive SAP Enterprise Support hereunder, Licensee shall have obtained all licenses for the Licensee Solutions and the only support and/or maintenance services received by Licensee for such Licensee Solutions shall be the services described herein.

4.1.1.9.2 As a condition of receiving SAP Enterprise Support hereunder, Licensee shall not reallocate users and/or Software to the Enterprise Support Solutions from other SAP Software Solutions that are not covered under SAP Enterprise Support, without the express consent of SAP.

4.1.1.9.3 FAILURE TO UTILIZE SAP ENTERPRISE SUPPORT PROVIDED BY SAP MAY PREVENT SAP FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE.

4.1.1.9.4 In the event SAP licenses third party software to Licensee under this Contract, SAP shall provide Enterprise Support on such third party products to the degree the applicable third party makes such Enterprise Support available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Enterprise Support.

4.1.1.9.5 SAP Enterprise Support is provided according to the current maintenance phases of SAP Software releases as stated in <http://service.sap.com/releasestrategy>.

4.1.2 **SAP PRODUCT SUPPORT FOR LARGE ENTERPRISES SCHEDULE**

This Section 4.1.2 governs the provision of support services by SAP for certain large enterprises as further defined herein ("SAP Product Support for Large Enterprises") for all software licensed by Licensee under the Agreement (hereinafter collectively referred to as the "PSLE Solutions"), excluding software to which special support agreements apply. The only entity authorized to purchase the PSLE Solutions under this contract is the U.S. Navy. Other entities may be authorized to purchase this service in the future in SAP's sole discretion.

4.1.2.1 Definitions:

4.1.2.1.1 "Business Objects" shall mean Business Objects S.A., a société anonyme, organized under the laws of the Republic of France and any corporation or other entity of which it owns, either directly or indirectly, more than fifty percent (50%) of the stock or other equity interests.

4.1.2.1.2 "Net License Value" shall mean the undiscounted license fees for PSLE Solutions licensed by Licensee minus all discounts granted by SAP but before any migration credit is applied.

4.1.2.1.3 "Licensee Solution" shall mean PSLE Solutions and any other software licensed by Licensee from third parties, provided such third party software is operated in conjunction with PSLE Solutions.

4.1.2.1.4 "Production System" shall mean a live SAP system used for normal business operations and where Licensee's data is recorded.

4.1.2.1.5 "SAP Software Solution(s)" shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee's business.

4.1.2.1.6 "Top-Issues" shall mean issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with the SAP standards which (i) may endanger go live of a pre-production system or (ii) have a significant business impact on a Licensee's core Production System.

For purposes of this Schedule only, "Software" as defined under the Agreement shall include software licensed from Business Objects.

4.1.2.2 Scope of SAP Product Support for Large Enterprises. Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, SAP Product Support for Large Enterprises services. SAP Product Support for Large Enterprises includes:

Continuous Improvement and Innovation

- New software releases of the licensed PSLE Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections or changes to existing functionality. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- Technology updates to support third-party operating systems and databases.
- Available ABAP code for Software applications and additionally released and supported function modules.
- Software change management processes and tools.

Problem Resolution

- SAP Notes - SAP's knowledge database documenting software errors and containing information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that customers can implement into their SAP system. SAP Notes also documents related issues, customer questions, and recommended solutions (e.g., customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- Global message handling by SAP for problems related to PSLE Solutions .
- Global 24x7 escalation procedures.

Empowering Proactive Services

- SAP shall provide Licensee with access to SAP's remote services methodology, and Licensee shall be entitled to perform proactive support services for the PLSE Solutions using such accessed methodology.

SAP Product Support for Large Enterprises Roadmap Planning

- Up to two times per calendar year, Licensee and SAP will meet (with such meeting to occur as mutually agreed between the parties, including meeting format (e.g., telephone or in person) and location) to exchange information about Licensee's current or planned global projects to implement or upgrade PSLE Solutions, to review Top-Issues and risk mitigation plans and to discuss quality assurance topics with regard to end-to-end operations of and support for Licensee's PSLE Solutions, and to generally align on collaboration between Licensee and SAP in the area of support activities and delivery of SAP Product Support for Large Enterprises for Licensee's PSLE Solutions.
- Licensee shall contact the Local Support Manager of SAP to request the scheduling of such meeting.

- Licensee acknowledges and agrees that representatives from Licensee's Customer COE shall participate in such meetings.

SAP Solution Manager Enterprise Edition as described in Section 4.1.2.4 below

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to help optimize available resources with SAP EarlyWatch Alert.
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, Implementation Guides (IMG), Business Configuration (BC) Sets and Customizing Monitoring.
- Access to SAP Best Practices via the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Access to SAP's customer and partner community via the SAP Service Marketplace, which provides data about best business practices, service offerings, etc.

4.1.2.3 Global Message Handling. When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid and bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. When Licensee creates an error message, the system automatically collects important system data (e.g., transaction code, program ID, Support Package level, message number, etc.). All persons involved in the message solving process can access the status of a submitted message at any time.

In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provide remote access as specified in Section 4.5.3.2(iii). SAP Product Support for Large Enterprises is provided exclusively to Licensee's Customer Center of Expertise ("Customer COE").

4.1.2.4 SAP Solution Manager Enterprise Edition. SAP Solution Manager Enterprise Edition includes SAP Solution Manager Standard Edition plus additional functionalities ("ES Components"). ES Components are activated separately and cannot function without SAP Solution Manager Standard Edition.

SAP Solution Manager shall be subject to the Agreement and is for the following purposes only: (i) delivery of SAP Product Support for Large Enterprises and support services for Licensee Solutions including delivery and installation of software and technology maintenance for PSLE Solutions; (ii) the operation of a service desk for PSLE Solutions and remote diagnostic tools for Licensee Solutions; (iii) application management for Licensee Solutions including implementation, testing, change request management, operations and continuous improvement for PSLE Solutions and; (iv) administration, monitoring and reporting for Licensee Solutions. The use for the SAP Solution Manager Enterprise Edition is limited to the PSLE Solutions only.

SAP Solution Manager Enterprise Edition is subject to the usage rights granted in the Agreement and may not be used for any other purposes than those specified herein. The right to use any SAP Solution Manager Enterprise Edition capabilities other than those above is subject to a separate written agreement with SAP, even if such capabilities are contained in or related to SAP Solution Manager Enterprise Edition.

4.1.2.5 Licensee's Responsibilities.

4.1.2.5.1 SAP Product Support for Large Enterprises Program Management. In order to receive SAP Product Support for Large Enterprises hereunder, Licensee shall designate a qualified English speaking contact within its SAP Customer Center of Expertise (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

4.1.2.5.2 Other Requirements. In order to receive SAP Product Support for Large Enterprises hereunder, Licensee must:

- (i) Continue to pay all SAP Product Support for Large Enterprise Service Fees in accordance with the contract.

- (ii) Otherwise fulfill its obligations under the contract.
- (iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for problem analysis as part of message handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner.
- (iv) The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- (v) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4 below within twelve months of the Effective Date of this Schedule.
- (vi) Have installed, used productively and activated for service delivery, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, ABAP, and the latest SAP Solution Manager Enterprise Edition Software support packages.
- (vii) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 207223 for information on setting up this service.
- (viii) Submit all error messages via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.
- (ix) Establish a connection between Licensee's SAP Solution Manager Software installation and SAP and a connection between the Licensee Solutions and Licensee's SAP Solution Manager Software installation. Licensee shall maintain the solution landscape in Licensee's SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Licensee shall maintain the PSLE Solutions and core business processes in Licensee's SAP Solution Manager Enterprise Edition system at least for the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.
- (x) To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.
- (xi) Licensee agrees to maintain adequate and current records of all Modifications and, if needed, promptly provide such records to SAP.
- (xii) Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the PSLE Solutions.

4.1.2.6 Customer Center of Expertise. In order to receive SAP Product Support for Large Enterprises hereunder, Licensee shall establish a Customer Center of Expertise ("Customer COE"). The Customer COE is an organizational unit within Licensee's organization covering all Licensee core business process operations that acts as Licensee's central point of contact with SAP's support organization. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

A Customer COE must support each installation covered by the Agreement. If PSLE Solutions are installed in more than one of three regions (EMEA, Americas, Asia/Pacific), a Customer COE may be set-up in each region.

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours [at least 8 hours a day, 5 days (Monday through Friday) a week]. Licensee support process and skills will be jointly reviewed in the framework of the service planning process and Customer COE certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from Licensee. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Software and to ensure that planned modifications are in alignment with the SAP software and release strategy. The Customer COE shall also coordinate Licensee's Modification notification and disclosure requirements.

- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Software and the Customer COE within the Licensee's organization.
- Service Planning: Licensee shall regularly engage in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

To obtain Customer COE certification from SAP, Licensee's Customer COE will undergo an audit procedure that covers the basic functions stated above as well as the business process support operations based on the RunSAP methodology. Detailed information on the initial certification and re-certification process and conditions are available in SAP CCCNet in the SAP Service Marketplace. In the event Licensee does not establish and maintain a certified Customer COE(s) in accordance with the above (including any required recertification), SAP shall be entitled to increase Licensee's then-current SAP Product Support for Large Enterprises Factor then in effect.

4.1.2.7 Maintenance and Revenue Thresholds.

4.1.2.7.1 Licensee shall be eligible to receive SAP Product Support for Large Enterprises from the date at which Licensee informs SAP in writing about the meeting of both of the following criteria and SAP concurs: (i) the aggregate of the overall yearly expenditure of Licensee on the following exceeds or is equal to USD 7,000,000 (the "Maintenance Threshold"): (a) SAP Enterprise Support, whereas, for purposes of this paragraph, yearly expenditures shall be deemed to be the product of seventeen percent (17%) times the applicable Net License Value, irrespective of the then current SAP Enterprise Support Factor in effect, (b) SAP Product Support for Large Enterprises (currently 17%) times the applicable Net License Value, (c) SAP Standard Support, (d) Maintenance for software licensed from Business Objects; and (e) MaxAttention; and (ii) the Net License Value exceeds or is equal to USD 40,000,000 (the "License Threshold").

4.1.2.7.2 During the term of this Schedule, Licensee shall be responsible for determining whether Licensee still exceeds the Maintenance Threshold and/or the License Threshold. Upon Licensee's request, SAP will assist Licensee in this determination. If Licensee falls below either or both of these thresholds: (i) Licensee shall inform SAP thereof immediately; (ii) from the date Licensee falls below the Maintenance Threshold and/or the License Threshold: (a) the SAP Product Support for Large Enterprises Factor for Licensee's PSLE Solutions under Appendices to the Agreement is replaced by an SAP Product Support for Large Enterprises Factor of 18.36% in 2010; 18.9% in 2011; 19.5% in 2012; 20.1% in 2013; 20.8% in 2014; 21.4% in 2015; 22% in 2016. For the years 2013 and thereafter, the then current SAP Enterprise Support Factor according to SAP's then current price list applies; (b) The scope of SAP's support shall remain as defined in Section 2 above; (c) the SAP Product Support for Large Enterprises Factor for any additional purchases of software licenses subsequent to falling below the Maintenance Threshold and/or the License Threshold will be 22% until 2016; and thereafter the then current SAP Enterprise Support Factor according to SAP's then current price list; (iii) SAP will offer to Licensee SAP Enterprise Support in accordance with its then current terms. If Licensee accepts SAP's offering, the following shall apply: (a) the SAP Enterprise Support Fees shall remain as outlined under 4.5.5.2(ii) above, and (b) the SAP Enterprise Support Factor for additional purchases of software licenses subsequent to switching to SAP Enterprise Support will be 22% until 2016; and thereafter the then-current SAP Enterprise Support Factor according to SAP's then current price list.

4.1.2.7.3 Licensee is not eligible for SAP Product Support for Large Enterprises: (i) during the period between meeting the criteria under 5.1 and the date at which SAP receives written notice from Licensee that Licensee meets these criteria and SAP concurs; and (ii) during the period between the date at which Licensee falls below the criteria under 5.1 and the date at which Licensee informs accordingly.

4.1.2.7.4 Licensee shall not receive any refund, including, but not limited to, previously paid maintenance fees, e.g., fees paid for SAP Enterprise Support.

4.1.2.7.5 Fees for SAP Product Support for Large Enterprises. SAP Product Support for Large Enterprises is priced at seventeen percent (17%) of net software license fees per year. SAP Product Support for Large Enterprise Fees shall be paid quarterly in arrears and shall be specified in delivery orders issued hereunder. After the initial term, the Enterprise Support Fees and any limitations on increases are subject to Licensee's compliance with the Customer COE requirements specified above.

4.1.2.8 Termination. After the initial term, SAP Product Support for Large Enterprises may be terminated by either party with ninety (90) days written notice prior to the start of the following renewal period. Any termination will be effective at the end of the then-current SAP Product Support for Large Enterprise period during which the termination notice is received by SAP. Notwithstanding the forgoing, SAP may terminate SAP Product Support

for Large Enterprises after thirty (30) days written notice of Licensee's failure to pay Product Support for Large Enterprise Fees.

4.1.2.9 Verification. In order to receive SAP Product Support for Large Enterprises hereunder, Licensee undertakes to inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the PSLE Solutions. To ensure compliance with the terms of this Schedule, SAP shall be entitled to periodically audit (at least once annually and in accordance with SAP standard procedures) (i) whether Licensee is eligible to receive SAP Product Support for Large Enterprises; (ii) the correctness of the information provided by Licensee in accordance with Section 5; and (iii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in this Schedule. If at any point during the term of this Schedule SAP determines that Licensee has fallen below either the Maintenance Threshold or License Threshold defined above, Section 5 shall apply accordingly.

4.1.2.10 Reinstatement. In the event Licensee elects not to commence SAP Product Support for Large Enterprises upon the first day of the month following initial delivery of the Software, or SAP Product Support for Large Enterprises is otherwise terminated pursuant to Section 4.5.7 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued SAP Product Support for Large Enterprises Fees associated with such time period plus a reinstatement fee.

4.1.2.11 Other Terms and Conditions.

4.1.2.11.1 The scope of SAP Product Support for Large Enterprises may be changed by SAP at any time upon three months prior written notice.

4.1.2.11.2 SAP does not support any software other than PSLE Solutions.

4.1.2.11.3 Licensee hereby confirms, as of the Effective Date of this Schedule: (i) Licensee has obtained all licenses for the Licensee Solutions; and (ii) the only support and/or maintenance services received by Licensee for PSLE Solutions are the SAP Product Support for Large Enterprises pursuant to this Schedule and any other support/maintenance services provided by and separately priced and charged for by SAP which are in addition to SAP Product Support for Large Enterprises (e.g., SAP MaxAttention).

4.1.2.11.4 As a condition of receiving SAP Product Support for Large Enterprises hereunder, Licensee shall not reallocate users and/or Software to the PSLE Solutions from other SAP Software Solutions that are not covered under SAP Product Support for Large Enterprises, without the express consent of SAP.

4.1.2.11.5 FAILURE TO UTILIZE SAP PRODUCT SUPPORT FOR LARGE ENTERPRISES PROVIDED BY SAP MAY PREVENT SAP FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE.

4.1.2.11.6 In the event SAP licenses third party software to Licensee under the Agreement, SAP shall provide SAP Product Support for Large Enterprises on such third party products to the degree the applicable third party makes the necessary services available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Product Support for Large Enterprises.

4.1.2.11.7 SAP Product Support for Large Enterprises is provided according to the current maintenance phases of SAP Software releases as stated in <http://service.sap.com/releasestrategy>.

4.1.3 SAP STANDARD SUPPORT SCHEDULE

This Section 4.1.3 governs the provision of support services by SAP as further defined herein ("SAP Standard Support") for all software licensed by Licensee hereunder (hereinafter collectively referred to as the "Standard Support Solutions"), excluding software to which special support agreements apply exclusively.

4.1.3.1. Definitions

4.1.3.1.1 "Production System" shall mean a live SAP system used for normal business operations and where Licensee's data is recorded.

4.1.3.1.2 "Local Office Time" shall mean regular working hours (8.00 a.m. to 6.00 p.m.) during regular working days, in accordance with the applicable public holidays observed by SAP's registered office.

4.1.3.2. Scope of SAP Standard Support

Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the United States, SAP Standard Support services. SAP Standard Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Standard Support Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- Technology updates to support third-party operating systems and databases.
- Available ABAP source code for SAP software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Standard Support Solutions upgrades, is supported currently for example with content and information material, tools for client copy and entity copy, and tools for comparing customization.

Message Handling

- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that Licensees can implement into their SAP system. SAP Notes also document related issues, customer questions, and recommended solutions (e.g., customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- Global message handling by SAP for problems related to Standard Support Solutions. When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. All persons involved in the message solving process can access the status of a submitted message at any time. In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provides remote access as specified in Section 4.1.3.3.2(iii). SAP will commence message handling on errors of very high priority (for a definition of priorities, see SAP Note 67739) within 24 hours, 7 days a week provided that the following conditions are met: (i) The error must be reported in English and (ii) Licensee must have a suitably skilled English-speaking employee at hand so that Licensee and SAP can communicate if SAP assigns the problem message to an overseas SAP support center. Otherwise SAP begins message handling (i) In case of incidents which prevent operation: If these are reported before 12:00 am Local Office Time, message handling will begin on the next working day at the latest. If they are reported after 12:00 am Local Office Time, message handling will begin on the day following the next working day at the latest; (ii) In case of incidents which hinder operation: message handling will begin within a reasonable period of notification and according to the severity of the malfunction; (iii) other errors will be eliminated in the next release.
- Global 24x7 escalation procedures.

Remote Services

- SAP Standard Support currently includes a choice of one of the following services per live installation per year:
 - One GoingLive Check (for example, in case the customer decides to implement new SAP Software and use it productively);
 - One GoingLive Upgrade Check for an upgrade to a higher release; or
 - One GoingLive OS/DB Migration Check. This OS/DB Migration Check assists the Licensee in preparing for a migration of an operating system or database. Migration is the responsibility of the Licensee.
- In case of vital alerts reported by SAP EarlyWatch® Alert, up to two (2) SAP EarlyWatch® Checks may be performed per calendar year for a production system if required.
- A service can consist of one or more service sessions ("Service Session"). A Service Session consists of a sequence of support activities and tasks carried out remotely to collect further information by interview

or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.

- In order to meet the requested delivery date for a remote service, the service has to be ordered at least two months in advance of the desired service delivery date. The right to services only exists for a specific installation and is not transferable to other installations.
- Further information and detail about individual SAP services can be found in SAP Service Marketplace at <http://service.sap.com/standardsupport>.

SAP Solution Manager Enterprise Edition under Standard Support

- SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the Agreement and is for the following purposes only under SAP Standard Support: (i) delivery of SAP Standard Support, including delivery and installation of software and technology maintenance for Standard Support Solutions and (ii) project reporting, business blueprinting and configuration, Early Watch Alert, SAP NetWeaver-based component monitoring, operation of a support desk only for Standard Support Solutions and for managing change requests solely related to and only within Standard Support Solutions.
- SAP Solution Manager Enterprise Edition shall only be used during the term of this Schedule by the Licensee subject to the licensed rights for the Software and exclusively for Licensee's SAP-related support purposes in support of Licensee's internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP Standard Support other than those listed above is subject to an additional fee and a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition.
- SAP may update the use cases for SAP Solution Manager Enterprise Edition under SAP Standard Support from time to time. SAP shall post such updated use cases on the SAP Service Marketplace under <http://service.sap.com/solutionmanager> or SAP's then current support portal, and such use cases shall apply to Licensee's use of SAP Solution Manager Enterprise Edition on a going-forward basis.

In the event Licensee terminates SAP Standard Support and receives SAP Enterprise Support in accordance with Section 4.1.3.6, Licensee's use of SAP Solution Manager shall be governed by the terms and conditions of the SAP Enterprise Support Schedule.

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to monitor available resources system status information of the Standard Support Solutions (e.g., SAP EarlyWatch Alert).
- Administrative integration of distributed systems through SAP Solution Manager Enterprise Edition.
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, an Implementation Guide (IMG) and Business Configuration (BC) Sets.
- Access to guidelines via the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.

4.1.3.3. Licensee's Responsibilities

4.1.3.3.1 SAP Standard Support Program Management

In order to receive SAP Standard Support hereunder, Licensee shall designate a qualified English speaking contact within its Customer COE (the "Contact Person") and shall provide contact details (in particular, e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

4.1.3.3.2 Other Requirements

Licensee must further satisfy the following requirements:

- (i) Continue to pay all Standard Support Fees in accordance with the contract and this Schedule.
- (ii) Otherwise fulfill its obligations under the contract and this Schedule.
- (iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for problem analysis as part of message handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- (iv) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4.1.3.4 below within twelve months of the Effective Date of this Schedule.
- (v) Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, ABAP, and the latest SAP Solution Manager Enterprise Edition support packages.
- (vi) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.
- (vii) Establish a connection between Licensee's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Standard Support Solutions and Licensee's SAP Solution Manager Enterprise Edition installation.
- (viii) Licensee shall maintain the Standard Support Solutions landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system at least for the Production Systems and systems connected to the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.
- (ix) To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.
- (x) Licensee agrees to maintain adequate and current records of all modifications and, if needed, promptly provide such records to SAP.
- (xi) Submit all error messages via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.
- (xii) Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the Standard Support Solutions.

4.1.3.4. Customer Center of Expertise

4.1.3.4.1 Role of the Customer COE

Licensee is required to establish a Customer COE meeting the requirements specified below within twelve months of the Effective Date of this Schedule. The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization.

4.1.3.4.2 Basic Functions of the Customer COE

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be reviewed in the framework of the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from Licensee. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Standard Support Solutions and to

ensure that planned modifications are in alignment with the SAP software and release strategy. The Customer COE shall also coordinate Licensee's modification notification and disclosure requirements.

- Information management: Distribution of information (e.g., internal demonstrations, information events and marketing) about Standard Support Solutions and the Customer COE within Licensee's organization.

4.1.3.4.3 Customer COE Certification

If Licensee does not already have a certified Customer COE when initially electing Standard Support, Licensee must establish a certified Customer COE within one (1) year from having done so. Upon request, SAP may grant Licensee an extension to such period. To obtain Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure that covers the basic functions (primary certification). Detailed information on the initial certification and re-certification process and conditions are available in SAP Service Marketplace at <http://service.sap.com/coe>.

4.1.3.5. Fees for SAP Standard Support

SAP Standard Support Fees are priced at eighteen percent (18%) of net software license fees per year. SAP shall have the right to increase this factor after Licensee's completion of the initial term and subsequent renewal period consistent with its commercial practice for all customers generally. SAP Standard Support Fees shall be paid quarterly in arrears and shall be specified in delivery orders issued hereunder. After the initial year of Standard Support, the SAP Standard Support Fees and any limitations on increases are subject to Licensee's compliance with the Customer COE requirements specified above.

4.1.3.6. Termination

4.1.3.6.1 SAP Standard Support may be terminated by either party with ninety (90) days written notice (i) prior to the end of the Initial Term and (ii) thereafter, prior to the start of the following renewal period. Any termination will be effective at the end of the then-current SAP Standard Support period during which the termination notice is received by SAP. Notwithstanding the forgoing, SAP may terminate SAP Standard Support after thirty (30) days written notice of Licensee's failure to pay Standard Support Fees.

4.1.3.6.2 Notwithstanding Licensee's rights under Section 4.1.3.6.1, and provided Licensee is not in default of any obligations under the Agreement, Licensee may select SAP Enterprise Support with ninety (90) days notice to SAP either (i) with respect to all orders for support that are solely on a calendar or fiscal year renewal basis, prior to the beginning of any calendar month; or (ii) with respect to all orders for support that are not solely on a calendar year renewal basis, prior to the anniversary date of any such renewal. Such selection shall be stated by Licensee in the notice letter, and shall terminate SAP Standard Support effective with the commencement of SAP Enterprise Support. Any such selection shall apply to all Standard Support Solutions, and shall be on SAP's then-current terms and conditions for SAP Enterprise Support, including without limitation pricing. SAP and Licensee shall execute a delivery order or other document to the Agreement memorializing Licensee's selection and SAP's then-current terms and conditions.

4.1.3.6.3 For the avoidance of any doubt, termination of SAP Standard Support or selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions under the contract shall strictly apply to all licenses under the contract and any partial termination of SAP Standard Support or partial selection of SAP Standard Support by Licensee shall not be permitted in respect of any part of the contract or this Schedule.

4.1.3.7. Verification

To check the compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) the correctness of the information provided by Licensee and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in this Schedule.

4.1.3.8. Reinstatement

In the event Licensee elects not to commence SAP Standard Support upon the first day of the month following initial delivery of the Standard Support Solutions, or SAP Standard Support is otherwise terminated pursuant to Section 4.1.3.6.1 above without exercising rights under Section 4.1.3.6.2 or declined by Licensee for some period

of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued SAP Standard Support Fees associated with such time period plus a reinstatement fee.

4.1.3.9. Other Terms and Conditions

4.1.3.9.1 The scope of SAP Standard Support may be changed by SAP at any time upon three months prior written notice.

4.1.3.9.2 Licensee hereby confirms that Licensee has obtained all licenses for the Standard Support Solutions.

4.1.3.9.3 In the event that Licensee is entitled to receive one or more services per calendar year, (i) Licensee shall not be entitled to receive such services in the first calendar year if the the initial Standard Support Solutions licensed occurs after September 30 and (ii) Licensee shall not be entitled to transfer a service to the next year if Licensee has not utilized such service.

4.1.3.9.4 FAILURE TO UTILIZE SAP STANDARD SUPPORT PROVIDED BY SAP MAY PREVENT SAP FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE FOR WHICH SAP CANNOT BE HELD RESPONSIBLE.

4.1.3.9.5 In the event SAP licenses third party software to Licensee under the contract, SAP shall provide SAP Standard Support on such third party software to the degree the applicable third party makes such SAP Standard Support available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Standard Support. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee. If the licensing agreement between SAP and a third-party vendor is terminated, support for this vendor's third-party software will be provided through SAP according to the defined support processes until the end of the wind-down period agreed upon between SAP and the third-party vendor.

4.1.3.9.6 SAP Standard Support is provided according to the current maintenance phases of SAP software releases as stated in <http://service.sap.com/releasestrategy>. Extended Support for certain releases of the software is available at additional license fee.

4.1.4.1 Changing SAP Support Plans

4.1.4.1.1 **Special Offer for 2010 for Existing Customers.** SAP Standard Support is being initially offered to customers in 2010. Provided that Licensee customers contact SAP by March 15, 2010 and notify SAP of their intention to change their current SAP Support Plan to SAP Standard Support, such change may be retroactively applied to January 1, 2010.

4.1.4.1.2 **Eligibility to Change SAP Support Plans.** Only customers who are not in default of any payment obligations to SAP under this or any other agreement with SAP, including without limitation the respective software license fees and maintenance/support fees due and owing under this Contract are eligible to change SAP Support Plans hereunder.

4.1.4.1.3. **Single Support Plan.** Customers may not contract for more than one Support Plan with SAP. The customer's entire SAP landscape must be supported under a single SAP Support Plan.

4.1.4.1.4. **Other Prerequisites for Changing SAP Support Plans.** Customers electing to change SAP Support Plans must commit to remain on the relevant Support Plan for an initial term defined by SAP in the relevant delivery order, which shall in no event be less than twelve continuous months.

4.2 On-line Software Service (OSS) database. User activities selecting Software maintenance receive Online Software Services, also known as the Online Service System ("OSS"). During the warranty period and included in the Software maintenance fee is the ability for the ordering activity to access SAP's OSS database. The OSS database contains information about licensed SAP Software and permits communication with SAP. SAP processes error messages passed on by the ordering activity via OSS with the same priority as other error messages. The OSS database also contains messages from third parties, which are not issued or approved by SAP. The ordering activity therefore, must test all messages before applying such messages to its productive operations to see if such messages are appropriate.

4.3 Invoices for maintenance service shall be submitted by SAP quarterly in arrears. The initial invoice for maintenance service will be prorated.

In the event maintenance does not commence upon delivery of the Software, or is otherwise declined for some period of time, and is subsequently requested or reinstated by the ordering activity, SAP will invoice the ordering activity the accrued maintenance service fees associated with such time period plus a reinstatement fee.

5. Period of Maintenance

5.1 SAP shall honor orders for periods for the duration of the contract period or a lesser period of time.

5.2 Maintenance may be discontinued by the ordering activity on ninety (90) calendar days written notice to SAP.

5.3 Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.

5.4 Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

Ordering activities should notify SAP in writing ninety (90) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if maintenance is to be continued during the subsequent period.

6. Utilization Limitations

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101. Pursuant to valid, funded orders for software licenses issued hereunder, SAP grants a non-exclusive, perpetual (unless terminated in accordance with the termination provisions herein) license to Use the Software, Documentation, other SAP Proprietary Information, at specified site(s) within the Territory to run Licensee's internal business operations, and to provide internal training and testing for such internal business operations and as may be further set forth in orders hereto. This license does not permit Licensee to use the SAP Proprietary Information to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training). Business Partners may have screen access to the Software solely in conjunction with Licensee's Use and may not Use the Software to run any of their business operations. Licensee agrees to install the Software only on hardware identified by Licensee that has been previously approved by SAP in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the Software (the "Designated Unit"). Any individuals that Use the Software, including employees or agents of Subsidiaries and Business Partners, must be licensed as Named Users. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

b. When acquired by the ordering activity, commercial computer Software and related Documentation shall be subject to the following:

(1) Title to and ownership of the Software and Documentation, and any Modifications or Extensions thereto, shall remain with SAP or respective licensor, unless otherwise specified. SAP retains title to all Modifications and Extensions created by the ordering activity, but the ordering activity shall have a perpetual, royalty-free license to use such Modification or Extensions in conjunction with the Software in accordance with the terms of this Contract. All Modifications and Extensions to the Software and Documentation shall be considered part of the Software and Documentation.

(2) Software is licensed by User, by designated site, and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The Software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the Software is placed at, even if the subdivision did not participate in the acquisition of the Software, provided that each individual permitted such access is a licensed User. Further, the Software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the Software placed at one ordering activity's site, provided that each individual permitted such access is a licensed User. This would allow other ordering activities access to one ordering activity's database. For ordering activity public domain databases, user agencies and, subject to third party database vendor restrictions, third parties may use the computer program to enter, retrieve, analyze and present data, provided that each individual permitted such access is a licensed User. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect SAP's proprietary property with any third parties that are permitted access to the Software and Documentation in connection with the user ordering activity's permitted use of the Software and Documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity and must be identified as licensed Users.

(3) Except as is provided in paragraph 6.b.(2) above, the ordering activity shall not provide or otherwise make available the Software or Documentation, or any portion thereof, in any form, to any third party without the prior written approval of SAP. Third parties do not include prime contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed Software and Documentation at the facility, and who have agreed to use the licensed Software and Documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use Software, Documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the commercial computer Software and Documentation on the approved Designated Unit for which it is acquired at any other facility to which that Designated Unit may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the commercial computer Software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the commercial computer Software and Documentation with a backup computer when the primary Designated Unit is inoperative; to copy Software for safekeeping (archives) or backup purposes; to transfer a copy of the commercial computer Software to another site for purposes of benchmarking new hardware and/or Software; and to modify the Software and Documentation or combine it with other Software, provided that the unmodified portions shall remain subject to these restrictions.

The ordering activity shall maintain a log of the number and location of all originals and copies of the commercial computer Software. The ordering activity shall include, and shall under no circumstances remove, SAP's and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the Software, Documentation, third-party database, third party software or SAP Proprietary Information in the same form and location as the notice appears on the original work. The inclusion of a copyright notice on any portion of the commercial computer Software, Documentation, third-party database, third party software or SAP Proprietary Information shall not cause or be construed to cause it to be a published work.

(5) "Commercial computer Software" may be marked with SAP's or SAP's licensors' standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

c. The ordering activity shall cease use of all licensed SAP Proprietary Information hereunder within thirty days after SAP gives the ordering activity notice of the ordering activity's material breach of any provision of the

Contract (other than ordering activity's breach of its obligations under Section 4, Subsection 4, Paragraph 7 of the Schedule Pricelist which breach shall result in immediate cessation of use of all licensed SAP Proprietary Information), including more than thirty days delinquency in ordering activity's payment of any money due hereunder, unless ordering activity has cured such breach during such thirty day period. The ordering activity shall irretrievably delete and/or remove such items from all computer hardware and storage media and the ordering activity shall deliver to SAP (adequately packaged and insured for safe delivery) or destroy all copies of the SAP Proprietary Information in every form. The ordering activity agrees that an officer of the ordering activity's organization shall certify in writing to SAP that it has performed the foregoing. The ordering activity shall not be entitled to any refund of any payments made by the ordering activity and title to the SAP Proprietary Information shall not pass to the ordering activity.

d. Licensee may make Modifications to the Software, and shall be permitted to use Modifications with the Software in accordance with this contract. Licensee shall comply with SAP's registration procedure prior to making changes to the source code. All Modifications and all rights associated therewith shall be the exclusive property of SAP and SAP AG. Licensee agrees to execute those documents reasonably necessary to secure SAP's rights in the foregoing. SAP retains the right to independently develop enhancements to the Software and Licensee agrees not to take any action that would limit SAP's sale, assignment, licensing or use of its own Software or Modifications or enhancements thereto.

e. Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Except for the rights set forth below, Licensee is not permitted to make derivative works of the Software and ownership of any unauthorized derivative works shall vest in SAP. SAP and Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information.

7. Software Conversions – (132-33)

The ordering activity may transfer the commercial computer Software, third-party database and third party software from one Designated Unit to another at no additional license fee, and shall provide written notice to SAP within five business days of such installation. The ordering activity shall be responsible for the cost of any migration tools, third-party database or third party software costs, or additional Software or third party software required for the new Designated Unit. The Software and third-party database must be promptly deleted in their entirety from the Designated Unit no longer in use and from each back-up copy for that Designated Unit.



**SECTION 2B. TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING RELATED TO GENERAL PURPOSE INFORMATION
TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

1. Scope

- a. SAP shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this contract.
- b. SAP shall provide training at SAP's facility and/or at the ordering activity's location, as agreed to by SAP and the ordering activity.

2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. Time of Delivery

SAP shall conduct training on the date (time, day, month, and year) agreed to by SAP and the ordering activity.

4. Cancellation and Rescheduling

- a. The ordering activity will notify SAP at least fourteen (14) calendar days before the scheduled training date, if a student will be unable to attend. SAP will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for fifty (50%) percent of the course fee for the contracted dollar amount of the training course. No cancellation is possible for three (3) business days or less before the course is scheduled to start.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event SAP is unable to conduct training on the date agreed to by SAP and the ordering activity, SAP must notify the ordering activity at least three (3) business days before the scheduled training date.

5. Follow-Up Support

RESERVED

6. Price for Training

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement. The course fee includes the cost of a complete set of training Documentation and midday meals for the duration of the course when provided at an SAP facility.

7. Invoices and Payment

Invoices for training shall be submitted by SAP after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324).

8. Format and Content of Training

a. SAP shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such Documentation will be retained by the student upon completion of the training class. Training is limited to those students of a Licensee where the Software has been delivered and is in productive use.

b. SAP shall provide each student with a Certificate of Training at the completion of each training course.

c. SAP shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

d. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.



SECTION 2C. TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. Scope

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. SAP shall provide services at SAP's facility and/or at the ordering activity location, as agreed to by SAP and the ordering activity.

2. Performance Incentives

- a. Performance incentives may be agreed upon between SAP and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by SAP to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate SAP. Incentives shall be based on objectively measurable tasks.

3. Order

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. Performance of Services

- a. SAP shall commence performance of services on the date agreed to by SAP and the ordering activity.
- b. SAP agrees to render services only during normal working hours, unless otherwise agreed to by SAP and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all SAP travel. SAP cannot use GSA city pair contracts.

5. Stop-Work Order (FAR 52.242-15) (AUG 1989)



a. The Contracting Officer may, at any time, by written order to SAP, require SAP to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to SAP, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, SAP shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to SAP, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, SAP shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in SAP's cost properly allocable to, the performance of any part of this contract; and
- (2) SAP asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. Inspection of Services

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. Responsibilities of SAP

SAP shall comply with all applicable laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. Responsibilities of the Ordering Activity

Subject to security regulations, the ordering activity shall permit SAP access to all facilities necessary to perform the requisite IT Services.

9. Independent Contractor

All IT Services performed by SAP under the terms of this contract shall be as an independent contractor, and not as an agent or employee of the ordering activity.

10. Organizational Conflicts of Interest

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to SAP, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving SAP, any entity into or with which SAP subsequently merges or affiliates, or any other successor or assignee of SAP.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractor, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. Invoices

SAP, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. Payments

For firm-fixed price orders the ordering activity shall pay SAP, upon submission of proper invoices or vouchers, the prices stipulated in this contract for services rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002) (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002) (Alternate II – Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract.

13. Resumes

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. Incidental Support Costs

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. Approval of Subcontracts

The ordering activity may require that SAP receive, from the ordering activity’s Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. Description of IT Services and Pricing

K1 (Junior Technical Support Engineer)

Minimum/General Experience: Two weeks of applicable SAP training or three months experience in the role with an SAP proficiency of Low to Medium.

Functional Responsibility: Works with the supervision of more senior resource(s) to implement SAP software. Is expected to participate as a team member in a consulting project and follow the instructions of the team leader.

Minimum Education: BS/BA or equivalent experience

K2 (Technical Support Engineer I)

Minimum/General Experience: Two years of general experience with two to four weeks of applicable SAP training or three to six months experience in the role with an SAP proficiency of Low to Medium.

Functional Responsibility: Works with the supervision of more senior resource(s) to implement SAP software. They are expected to participate as a team member in a consulting project and follow the instructions of the team leader.

Minimum Education: BS/BA or equivalent experience

K3 (Technical Support Engineer II)

Minimum/General Experience: Three years of general experience with four or more weeks of applicable SAP training (possible training in different modules or toolsets) and twelve months experience in the role (may have experience in more than one SAP implementation) with an SAP proficiency of Medium.

Functional Responsibility: Demonstrates knowledge of SAP core competencies. Can work independently in assigned SAP core competencies, or with the supervision of more senior resources. Performs configuration and assists clients in testing cycles, assists the client in SAP knowledge transfer. Primary responsibility is preparation and contribution to the process design workshops, take directions and configure the SAP system, demonstrate and gain acceptance from the customer. Assist in the technical preparation of BPP's, Test Scenarios, End-user documentation, and User manuals. Sets priorities appropriately. Ensures that work outputs are timely and of the highest quality.

Minimum Education: BS/BA or equivalent experience

K4 (Technical Support Engineer III)

Minimum/General Experience: Four years of general experience with four or more weeks of applicable SAP training (possible training in different modules or toolsets) and two years experience in the role (may have experience in more than one SAP implementation) with an SAP proficiency of Medium to High. Hot skills are applicable in this role.

Functional Responsibility: Demonstrates knowledge of SAP core competencies. Can work independently in assigned SAP core competencies, or with the supervision of more senior resources. Performs configuration and assists clients in testing cycles, assists the client in mySAP knowledge transfer. Primary responsibility is preparation and contribution to the process design workshops, take directions and configure the SAP system, demonstrate and gain acceptance from the customer. Assist in the technical preparation of BPP's, Test Scenarios, End-user documentation, and User manuals. Sets priorities appropriately. Ensures that work outputs are timely and of the highest quality.

Minimum Education: BS/BA or equivalent experience

K5 (Senior Technical Support Engineer)

Minimum/General Experience: Six years of general experience with four or more weeks of applicable SAP training (possible training in different modules or toolsets) and three years experience in the role (may have experience in more than one SAP implementation) with an SAP proficiency of Medium to High. Hot skills are applicable in this role.

Functional Responsibility: Contributes to consulting projects by analyzing client's business processes and design SAP solution. Moves logically and creatively from facts to conclusions. Performs configuration and assists clients in testing cycles. Assists the client in mySAP knowledge transfer. Primary responsibility is preparation and contribution to the process design workshops, provide directions to the consultants and configure the SAP system, demonstrate and gain acceptance from the customer. Deploy consultants in the technical preparation of BPP's, Test Scenarios, End-user documentation, and User manuals. Sets priorities appropriately and ensures that work outputs are timely and of the highest quality. Use SAP methodology and tools in the project. Leads the execution of assigned project tasks in areas of demonstrated competence. This includes facilitating meetings/task groups, tracking and influencing task group progress, tracking project deliverables, etc. Is a key client contact and will exercise authority appropriate to particular client requests commensurate with client expectations of decision-making and consistent with SAP policies and practices. This will include decisions on resources, contracts, and other business/process issues where the Senior Consultant is representing SAP.

Minimum Education: BS/BA or equivalent experience

K6 (Lead Technical Support Engineer / Project Implementation Manager / Implementation Specialist)

Minimum/General Experience: Three to six years of general experience (could have extensive industry experience) with significant SAP training (training in different modules or toolsets). Three to five years experience in the role (may have experience in more than one SAP implementation, possible project management experience, platinum SAP experience possible, and possible mastery of SAP architecture/functional core competencies and a recognized expert in more than one area while being a resource to other consultants in all defined areas of expertise) with an SAP proficiency of High. Hot skills are applicable in this role.

Functional Responsibility: May demonstrate extensive knowledge of SAP core competencies. Can work independently in assigned SAP core competencies. May also act in team leadership role or project management role.

Minimum Education: BS/BA or equivalent experience

K7 (Developer/Global Support Manager/Consulting Manager/Platinum or Senior Technical Support Engineer /Senior Project Implementation Manager/Industry Specialist)

Minimum/General Experience: Four to eight years of general experience (could have extensive industry experience). Three to six years experience in the role. Has experience in more than one SAP implementation. Possible SAP specific Project Management experience. Platinum SAP experience possible. Possible mastery of SAP architecture/functional core competencies and a recognized expert in more than one area. Is a resource to other consultants in all defined areas of expertise. Significant SAP training (training in different modules or toolsets). SAP proficiency of High. Hot skills are applicable in this role.

Functional Responsibility: May demonstrate extensive knowledge of SAP core competencies. Can work independently in assigned SAP core competencies. May also act in team leadership role or project management role. Mastery of SAP architecture/functional core competencies and a recognized expert in more than one area. Is a resource to other consultants in all defined areas of expertise.

Minimum Education: BS/BA or equivalent experience



K8 (Senior Developer/Consulting Director/ Technical Support Vice-President)

Minimum/General Experience: Four to eight years of general experience (could have extensive industry experience). Three to six years experience in the role. Has experience in more than one SAP implementation. Possibly Project Management experience. Extensive SAP experience. Platinum SAP experience possible. Mastery of SAP architecture/functional core competencies and a recognized expert in more than one area. Is a resource to their consultants in all defined areas of expertise. Significant SAP training (training in different modules or toolsets). SAP proficiency of Very High. Hot skills are applicable in this role.

Functional Responsibility: Demonstrates extensive knowledge of SAP core competencies (industry recognition). Can work independently in assigned SAP core competencies. May also act in a project management role.

Minimum Education: BS/BA or equivalent experience

**SECTION 2D - TERMS AND CONDITIONS (AND PRICES) APPLICABLE TO
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER
132-52)**

1. SCOPE AND DEFINITIONS

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to Electronic and Subscription Services within the scope of this Information Technology Schedule.

- a. "Confidential Information" means, with respect to SAP, all information which SAP protects against unrestricted disclosure to others, including but not limited to: (a) the SAP Service, including without limitation the following information regarding SAP's Service: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in SAP's Service; (ii) benchmark results, program listings, data structures, logic diagrams, functional specifications, file formats; and (iii) system infrastructure, security/architecture design and/or operations processes (iv) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Service; (b) the research and development or investigations of SAP; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to SAP subject to an applicable confidentiality obligation to such third party). With respect to the Government, "Confidential Information" means the Government Data and all information which the Government protects against unrestricted disclosure to others and which (i) if in tangible form, the government clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), the Government both identifies as confidential or proprietary at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.
- b. "Content" means visual, audio, numeric, graphical, text or other data or content supplied by third parties and made available through the Site or otherwise by SAP for use in conjunction with the Service.
- c. "Customer" means the Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time that is placing the SIN 132-51 order with SAP under this contract.
- d. "Customer Data" means any materials, data and information provided by Customer or its Named Users to SAP in the course of using the Service.
- e. "Documentation" means SAP's documentation which is delivered or made available to Customer as part of the Service.
- f. "Named User," within this SIN 132-52, means any users licensed hereunder and authorized by Customer to access and use the Service.
- g. "Service," within this SIN 132-52, means the SAP On-Demand Service described in the delivery order.
- h. "Site" means an SAP established Internet site through which the Service is made available.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

- a. The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.
- b. The term of the Service shall begin on the delivery order effective date and shall continue for the term specified therein.
- c. In the event of a determination by SAP that continued use of the Service by the Customer may result in harm to the Service (including the systems used to provide the Service) or other SAP customers, or result in a violation of applicable law, regulation, legal obligation or legal rights of another, in addition to any other remedies available at law or in equity, SAP will have the right immediately, in SAP's sole discretion, to remove any potentially offending Customer Data from the Service, or any other action SAP deems reasonable and necessary to protect the Service or other SAP customers from continuing damages or harm. Such action may only be undertaken for purposes of mitigation of damages occurring to the Service and/or other SAP Customers or SAP, and Customer loses use of the

Service due to such action(s) of SAP. In the event of such an action by SAP, Customer shall be entitled to a pro-rata refund of unused subscription fees.

- d. Following the end of the Service to the Customer, SAP shall make available to Customer the Customer Data in a format to be determined by SAP, unless such Customer Data has been removed or in the case Customer was granted a free (no fee) license to the Service. Upon the end of the Service, SAP shall use commercially reasonable efforts to permanently and irrevocably remove all data still remaining on the servers, including but not limited to Customer Data, unless and to the extent applicable laws and regulations require further retention of such data.

3. INFORMATION ASSURANCE AND OTHER RESPONSIBILITIES OF THE GOVERNMENT CUSTOMER

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.
- d. Subject to Section 5 below, Customer grants to SAP the nonexclusive right to use Customer Data for the sole purpose of and only to the extent necessary for SAP to provide the Service.
- e. Customer shall be responsible for entering its Customer Data into the Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to SAP that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by SAP to provide the Service.
- f. Customer shall change all passwords used to access the Service at regular intervals. Should Customer learn of a third party having obtained knowledge of a password, Customer shall inform SAP thereof without undue delay and promptly change the password.
- g. Customer is responsible for the connection to the Service, including the Internet connection. SAP shall not be responsible for any failure to meet its obligations hereunder which result from or relate to the connection to the Service as provided by Customer.

4. DELIVERY SCHEDULE

The Ordering Activity shall specify the delivery schedule as part of the initial requirement.

5. USAGE RIGHTS

- a. Subject to the terms of this contract, SAP grants to Customer the nontransferable and nonexclusive right during the term stated in the applicable deliver order to permit Named Users to remotely access and use the Service solely for Customer's own internal business purposes as permitted hereunder and in the Documentation. This license is a worldwide license, with the exception of those countries listed on www.sap.com/company/licenses and subject to applicable export control laws.
- b. Customer shall not license, sell, lease, rent, outsource or otherwise make available the Service to third parties, other than Named Users. Customer shall be responsible for the acts and omissions of its Named Users as if they were the acts and omissions of Customer. Rights of any Named User licensed to utilize the Services cannot be shared or used by more than one individual. In addition, a Named User may not be transferred from one individual to another unless the original user no longer requires, and is no longer permitted, access to the Service.
- c. Customer shall not remove notices and notations on the Site or in the Service that refer to copyrights, trademark rights, patent rights and other intellectual property rights. SAP or its licensors owns all right, title and interest in any and all patent rights, copyrights, trademark rights and other rights in the Service, as well as any improvements, design contributions or derivative works conceived or created by either party in or to the Service. Except for the limited rights expressly granted herein, this Agreement does not transfer from SAP any proprietary right or interest in the Service. All rights not expressly granted to Customer in this Agreement are reserved by SAP and its licensors.

- d. When using the Service Customer shall not, and shall ensure that its Named Users do not: (a) translate, decompile, reverse-engineer or otherwise modify any parts of the Service (except as described in the Documentation) (b) transmit any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (c) infringe the intellectual property rights of any entity; (d) interfere with or disrupt the SAP software, the SAP systems used to host the Service, other equipment or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service made known to Customer; (e) use the Service in the operation of a service bureau or time-sharing service; (f) provide, or make available, any links, hypertext (Universal Resource Locator (URL) address) or otherwise (other than a "bookmark" from a Web browser), to the Site or Service, or any part thereof; (g) circumvent the user authentication or security of the Site or Service or any host, network, or account related thereto; (h) use any application programming interface to access the Service other than those made available by SAP; (i) mirror the Site on any server; (j) make any use of the Service that violates any applicable local, state, national, international or foreign law; or (k) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the Service, or (l) except for licenses provided to Named Users as permitted hereunder, allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, Customer for access to the Service.
- e. Some content on the Site may come from government sources, is in the public domain, and is not copyrightable.
- f. The Site may contain links to external Web sites and information provided on such external websites by SAP partners and third-party service providers. SAP shall not be responsible for the contents of any linked Web site, or any changes or updates to such sites. Customer further agrees that SAP shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Customer's use of or reliance on any content, goods or services available on or through any such linked Web site. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog on the Site, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the content.
- g. The Service may include Content. This Content is provided "as is," and SAP makes no warranty as to the accuracy or completeness of such Content. Customer uses such Content at its own risk, and SAP shall have no liability to Customer or any third party based on Customer's use of or reliance on such Content.
- h. SAP shall be entitled to monitor Customer's compliance with the terms of this Agreement, including but not limited the number of Named Users accessing the Service and, subject to its confidentiality obligations as described in this contract, SAP may utilize the information concerning Customer's use of the Service to improve SAP products and services and to provide Customer with reports on its use of the Service.
- i. SAP may change or modify the Service at any time. SAP will only be required to notify Customer of a change or modification to the Service in advance if the change or modification (i) is not within industrial standards and/or customary in the industry and (ii) does not extend and/or enhance the functionalities or architecture of the Service. If SAP notifies Customer of a change as required in this subsection i and Customer does not wish to use the Service after notification of such change, Customer may within forty-five (45) days of notification either provide SAP with written notice of termination of the Agreement. If Customer provides no written notice to SAP within such forty-five (45) day period, Customer shall be deemed to have accepted such change and the Agreement shall continue in full force and effect. Upon termination, Customer's exclusive remedy and SAP's sole liability is to refund any prepaid and unused fees from the effective date of the termination of the Service. Nothing in this subsection i shall require SAP to continue to provide any portion of the Service if this would result in SAP violating the rights of any third party or any applicable law.
- j. If Customer is granted a license hereunder to a free (no fee) version of the Service, to the extent permitted by applicable law, Customer agrees that (i) SAP has no obligation to provide any particular service level or support services, and (ii) SAP may cease providing the Service at any time without notice. This subsection j. supersedes any conflicting term of this Agreement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
- c. This SIN 132-52 does not include services other than those defined in the relevant delivery order. Modification of the Service or its adaptation for Customer's needs is not offered or included in this contract. Subject to a separate written agreement and based on SAP's standard terms and conditions for such services, SAP may offer optional services that relate to the Service.
- d. Upon the renewal of the then-current term of a delivery order for which renewal is permitted, then current contract prices shall apply, SAP shall have the right to increase applicable renewal prices to SAP's then-current contract fees for the applicable Service based on the length of the renewal term. SAP shall notify Customer of such increase prior to the date upon which Customer must notify SAP that it intends not to renew the Order Form.
- e. Customer shall have no right to withhold or reduce fees or set off any amount against fees owed for alleged defects in the Service.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic subscription Services on the dates agreed to by the Contractor and the ordering activity and specified in the governing delivery order to this contract. SAP will provide support for the Service as may be described in the delivery order or a schedule to the delivery order. SAP will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Service, and Customer shall comply with the applicable SAP security guidelines and procedures made known to Customer through the Service or otherwise. However, SAP does not control the transfer of data, including but not limited to Customer Data, over telecommunications facilities, including the Internet, and SAP does not warrant secure operation of the Service or that such security technologies will be able to prevent third party disruptions of the Service.

8. CONFIDENTIALITY (SIN 132-52)

- a. Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of this SIN 132-52. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential, provided each party may disclose Confidential Information to its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "reasonable steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.
- b. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.
- c. Customer may provide, or SAP may solicit, input regarding the Service, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Service or any other SAP site, service or product, or input as to whether Customer believes SAP's development direction is consistent with Customer's business and IT needs, the technology marketplace in general, and the like (collectively "Feedback"). Customer acknowledges and agrees that any information disclosed by SAP during discussions related to Feedback shall be considered SAP Confidential Information and shall be protected from disclosure in accordance with the terms of this Agreement. In order for SAP to utilize such Feedback, Customer hereby grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under Customer's relevant intellectual property rights, to use, publish, and disclose such Feedback in any manner SAP chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SAP's and its sublicensee's products or services embodying Feedback in any manner and via any media SAP chooses, without reference to the source. SAP shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to Customer and/or Customer's representatives. Customer acknowledges that the information related to the Service disclosed by SAP under this Agreement is only intended as possible strategies, developments, and functionalities of the Service and is not intended to be binding upon SAP to any particular course of business, product strategy, and/or development.

9. RIGHTS IN DATA AND DATA PROTECTION

- a. The Service is provided with Restricted Rights as provided under FAR 52.227-14 Rights in Data – General, including Alternate III and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.
- b. Customer's instructions exceeding the scope of services offered by SAP will be at Customer's expense and subject to technical and organizational feasibility by SAP. SAP and Customer will implement all technical and organizational measures necessary to meet the requirements of applicable data protection laws to protect personal data against misuse.
- c. To the extent that personal data of Customer are being processed, SAP shall obligate its personnel entrusted with the processing of Customer's data to data protection and data secrecy in accordance with applicable law.
- d. To the extent that SAP is authorized to engage subcontractors for the processing of personal data to the extent necessary for fulfilling its contractual obligations hereunder. SAP shall obligate its subcontractors to obey all relevant data protection rules.
- e. Customer ensures that no legal requirements on Customer's side prevent SAP from fulfilling its contractual obligations under this Agreement in compliance with applicable law. This includes, but is not limited to, ensuring that all concerned individuals have previously declared consent to a possible processing of personal data.

10. INFRINGEMENT AND LIABILITY

- a. SAP shall indemnify Customer against claims brought against Customer by any third party alleging that Customer's use of the Service, in accordance with the terms and conditions herein, constitutes a direct infringement or misappropriation of a patent claim(s), copyright or trade secret rights, and SAP will pay damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from use of the Service in conjunction with any other software or service, or unlicensed activities or use of the Service in violation of these SIN 132-52 terms or to free (no fee) or trial licenses of the Service. This obligation of SAP also shall not apply if Customer fails to timely notify SAP in writing of any such claim or Customer fails to permit SAP to provide appropriate consultation and intervene in the proceedings at SAP's own expense through counsel of SAP's choice. SAP expressly reserves the right to cease such defense of any claim(s) in the event the Service is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. SAP may settle any claim on a basis requiring SAP to substitute for the Service alternative substantially equivalent non-infringing services. Customer shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Service that is prejudicial to SAP's rights
- b. THE PROVISIONS OF THIS SECTION 10 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
- c. This SIN 132-52 is subject to the same limitations of liability as specified in section 2.b.8 of the Section 4 Addendum terms to this contract, except that subparagraph c is revised as follows: "Under no circumstances shall either party or any of their employees or vendors be liable to the other party or any other person or entity for an amount of damages under this contract in excess of the amount of fees paid or payable for the applicable Service in the three (3) month period preceding the date on which the claim of action first arose."

11. WARRANTY

- a. SAP warrants that the Service (excluding any third party products, content or services accessed through the Service) shall perform in accordance, in all material respects, with the functional specifications described in the Documentation. The warranty shall not apply: (i) if the Service is not used in accordance with contract terms and any Documentation; or (ii) if the defect is caused by third party services, content or products or any customizations to the Service or (iii) to free (no fee) or trial licenses of the Service.
- b. Customer shall report any defects to SAP in writing without undue delay through an SAP approved support channel, submitting a detailed description of the problem and any information useful for rectification of the defect.
- c. Customer's sole and exclusive remedies for any damages or loss in any way connected with the Service, whether due to SAP's negligence or breach of any other duty, shall be, at SAP's option: (i) to bring the performance of the Service into compliance in all material respects with the functional specifications stated in the Documentation; or (ii) return of an appropriate portion of any payment made by Customer with respect to the affected portion of the applicable Service.
- d. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.a, NEITHER SAP NOR ITS VENDORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR



RESULTS TO BE DERIVED FROM THE USE OF THE SERVICE, OR ANY INFORMATION TECHNOLOGY SERVICES, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED HEREUNDER, OR THAT THE OPERATION OF ANY SUCH SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIAL WILL BE UNINTERRUPTED OR ERROR FREE.

12. EXPORT

The Service, Documentation and other SAP materials are subject to U.S. export control laws. Customer agrees that it will not submit the Service, Documentation or other SAP materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Service, Documentation and SAP materials to countries, persons or entities prohibited by such laws.

13. SERVICE COMMUNICATIONS

Customer understands and agrees that the Services may include communications such as service announcements and administrative messages from SAP or SAP's partners. Customer will not be able to opt out of receiving these service announcements and administrative messages while using the Site and Services and until Customer sends SAP a specific written notice requesting the termination of Customer's subscription and that Customer's details be eliminated from the Site and any mailing list.

14. ORDERING REQUIREMENTS AND TEMPLATES

SAP requires certain information from Customer in order to set up Customer to receive the Service. Ordering templates and terms for the various On-Demand Services offered by SAP are set forth on Exhibits A and B to this SIN 132-52.

15. ON-DEMAND SERVICE OFFERINGS AND PRICING

a. SAP CARBON IMPACT

Pricing Component	From	To	Unit	1-Year Price	2-Year Price	3-Year Price
Minimum Price				\$54,500.00	\$99,360.00	\$143,880.00
Maximum Price				\$500,000.00	\$920,000.00	\$1,320,000.00
Employee	1	25,000	Employee/Year	x \$1.30	x \$2.39	\$3.43
	25,001	100,000	Employee/Year	x \$0.65	x \$1.20	\$3.17
	100,001	And more	Employee/Year	x \$0.26	x \$0.48	\$0.69
Named Users	1	10	User/Year	\$1,300.00	\$2,392.00	\$3,432.00
	11	50	User/Year	\$650.00	\$1,196.00	\$1,716.00
	51	999	User/Year	\$130.00	\$239.20	\$343.20
	1,000	And more	User/Year	\$26.00	\$47.84	\$68.64
Data Storage*			GB Data Volume/Installation	\$180.00		
Follow-on Sales	Co-termed					

*1GB storage included with subscription

b. SAP STREAMWORK PROFESSIONAL EDITION

Pricing Component	From	To	Unit	1-Year Price	2-Year Price	3-Year Price
Named Users	1	25	User/Year	\$8.89	\$16.36	\$22.67
	26	500	User/Year	\$6.67	\$12.27	\$17.01
	501	10,000	User/Year	\$5.56	\$10.23	\$14.18



	10,001	And more	User/Year	\$4.44	\$8.17	\$11.32
Data Storage	5GB storage per User					
Follow-on Sales	Co-termed					

c. SAP STREAMWORK ENTERPRISE EDITION

Pricing Component	From	To	Unit	1-Year Price	2-Year Price	3-Year Price
Named Users	1	25	User/Year	\$15.56	\$28.63	\$39.68
	26	500	User/Year	\$15.00	\$27.60	\$38.25
	501	10,000	User/Year	\$11.11	\$20.44	\$28.33
	10,001	And more	User/Year	\$6.67	\$12.27	\$17.01
Data Storage	10GB storage per User					
Follow-on Sales	Co-termed					



EXHIBIT A (SIN 132-52)

ORDERING TEMPLATE AND TERMS FOR THE SAP CARBON IMPACT ON-DEMAND SERVICE

This Order Form is made effective _____, 201_ (the "Effective Date") between SAP Public Services, Inc. with an address of 3999 West Chester Pike, Newtown Square, PA 19073 (hereinafter "SAP") and Customer Name, Legal Form with an address of Address (hereinafter "Customer").

SAP and Customer agree that this Order Form is a binding agreement for SAP Carbon Impact OnDemand (the "Service"), governed by the SIN 132-52 terms and conditions for SAP On-Demand Services.

1. **Getting access and point of hand over.** The Service Log-on page will be provided by SAP via URL after the Effective Date of this Order. The demarcation point of the Service to Customer shall be at the exit (outbound port) of the firewall at the Site and SAP's responsibility for the provision of the Service shall end at the exit (outbound port) of this firewall.

2. **Named Users and Transactions.**

(a) The fees per Named User set forth in this Order are applicable solely to the use of the SAP service for which they are purchased. Named Users may only process data of Customer or in connection with Customer's business. (b) Customer may add additional Named Users during the term of this Order by executing a modification to this Order. The term of each modification shall be co-terminus with the then-current term of the Order irrespective of the effective date of such modification. Upon renewal of the Order, the term for all Named Users added to this Order by modification prior to renewal shall be the same term as specified in the Order, unless the parties agree to extend the term in the modification. (c) Further, Customer shall, without undue delay, report any actual use in excess of the number of Named Users authorized to access the Service and any other information reasonably necessary to calculate the amount of fees payable under this Order to SAP. Customer agrees to pay all requisite fees in accordance with the terms of this contract to reflect any increase in Named Users in excess of the number of authorized Named Users or storage limits. For the avoidance of doubt, Customer shall not be entitled to claim any reduction of the fees payable hereunder.

3. **Customer Obligations and Prerequisites.** Customer shall fulfill the prerequisites and customer requirements listed on the Site or made available in release notes before the initial set up process and throughout the term of this Order Form. Customer agrees that SAP may include Customer's name in a publicly-issued press release that announces that Customer has entered into an agreement with SAP to utilize the Service and agrees to provide a quotation from a Customer executive describing the expected benefits of using the Service.

4. **Term, Payment and Billing.** The monthly fee for the Service is comprised of the fees specified in the table below. Fees shall be invoiced and paid annually in advance for the relevant contract term.

[NOTE- SELECT ONE OF THE BELOW TABLES AS APPLICABLE (EITHER ENTERPRISE, FOUNDATION OR LIFECYCLE) AND DELETE THE OTHER TABLES]

SAP CARBON IMPACT On-Demand – ENTERPRISE EDITION

	Quantity	Total
Term		(3 months, 1, 2 or 3 years)
Named Users – Contract List Price	0	\$0
Employees – Contract List Price	0	\$0
Storage Fee (1 GB Incl.)	GB	\$0
Subtotal Fees		\$0
GSA Discount	15%	(\$0)
Total Net Price		\$0
Total Monthly Fee		\$0
Annual Billing		\$0

[OR]

SAP CARBON IMPACT ON-DEMAND, corporate assessment

	Quantity	Total
Term		(3 months, 1, 2 or 3 years)



		years)
Named Users – Contract List Price	0	\$0
Employees – Contract List Price	0	\$0
Storage Fee (1 GB Incl.)	GB	\$0
Subtotal Fees		\$0
GSA Discount	15%	(\$0)
Total Net Price		\$0
Total Monthly Fee		\$0
Annual Billing		\$0

[OR]

SAP CARBON IMPACT ON-DEMAND, Product Lifecycle Assessment

	Quantity	Total
Term		(3 months, 1, 2 or 3 years)
Named Users – Contract List Price	0	\$0
Employees – Contract List Price	0	\$0
Storage Fee (1 GB Incl.)	GB	\$0
Subtotal Fees		\$0
GSA Discount	15%	(\$0)
Total Net Price		\$0
Total Monthly Fee		\$0
Annual Billing		\$0

5. **Termination, Renewal.** The term of this Order shall begin on the Effective Date and run for the period stated in Section 4 of this Order (the "Initial Term"). After the Initial Term, this Order may be renewed for successive terms equal to the Initial Term or for a different Term. This Order Form may be terminated as provided in the Schedule contract.

6. **Service Support and Restrictions.** Support for the Service will be provided in accordance with Attachment 1 to this Order.

7. **On-Boarding Services.** For Orders with an Initial Term of one (1) year or longer, SAP will provide on-boarding services to Customer, not to exceed a total of sixty (60) hours. The on-boarding services are only available one time upon request during (i) the Initial Term of the Order, or (ii) the one-year period after the Effective Date of this Order, whichever ends earlier. On-boarding services are limited to (a) SAP sharing best practices regarding the use of SAP Carbon Impact, typically presented with Q&A; (b) High-level training on the SAP Carbon Impact application that may be delivered as recorded or live training at SAP's discretion; and (c) support of the initial import of data into the SAP Carbon Impact application provided that these data exist at the time of the on-boarding and are in a Microsoft Excel format.

8. **Customer Information.** The following information must be provided prior to Customer obtaining access to the Service.

Customer Name: _____ Customer Contact: _____

Address for receipt of Services (If left blank, defaults to Sold to Address): _____ Phone: _____

_____ Fax: _____

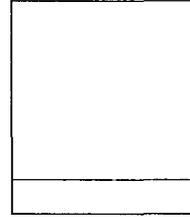
Customer/Sold to Address: _____



Bill to Address: _____

A/P Contact: _____
Phone: _____
Fax: _____

Access Rights
Recipient: _____
Access Rights
Recipient email _____
Access Rights
Recipient phone _____



Attachment 1
To
Exhibit A Order for SAP Carbon Impact
Support Services for SAP Carbon Impact

This Attachment 1 ("Support Services Document") describes the support services provided by SAP for the SAP Carbon Impact Service under and in accordance with the terms and conditions of the Order to which it is attached and is made a part thereof.

1. Applicability

This Support Services Document governs the provision of support and maintenance services by SAP to Customer for the SAP Carbon Impact Service.

2. Support Services

Support for SAP Carbon Impact Service Malfunctions

SAP will provide an Internet address for submitting support requests, maintained by qualified support specialists, per SAP's policies. SAP will offer support for all malfunctions related to the SAP Carbon Impact Service (each an "Incident"). Incidents have to be reported by Customer via the help functionality made available by SAP as part of the SAP Carbon Impact Service (or any other support channel introduced by SAP). The following Incident priorities shall apply:

Incident Priorities	Definition	Support Availability	Support Language	Initial Response Time*
Very High	The problem has very serious consequences for major business transactions and urgent work cannot be performed. The Incident requires immediate attention because the malfunction can cause serious losses.	24 hours x 7 days a week	English	2 hours
High	A business transaction does not work and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire productive business flow.	Monday to Friday from 9:00 am – 5:00 pm Local Time (as defined below)	English, French, German	None
Medium	A business transaction does not work as expected with minor consequences for the productive operation.			
Low	The malfunction has only few or no effects on business transactions.			

Local Time shall mean: UTC-5, America

Software Changes

SAP will proactively apply software updates and patches during the defined maintenance windows. In case a patch needs to be applied outside a maintenance window, SAP will notify Customer in advance.

3. Customer Obligations/Preconditions

As a precondition to receive the support services as described in Section 2 above, Customer shall ensure that an English-speaking contact person for SAP is available. Only Named Users with administrative rights are authorized to serve as contact persons that can contact SAP for support matters.



EXHIBIT B (SIN 132-52)
ORDERING TEMPLATE AND TERMS FOR THE SAP STREAMWORK ON-DEMAND SERVICE

This Order Form is made effective _____, 201_ (the "Effective Date") between SAP Public Services, Inc. with an address of 3999 West Chester Pike, Newtown Square, PA 19073 (hereinafter "SAP") and Customer Name, Legal Form with an address of Address (hereinafter "Customer").

SAP and Customer agree that this Order Form is a binding agreement for SAP StreamWork OnDemand (the "Service"), governed by the SIN 132-52 terms and conditions for SAP On-Demand Services.

1. Effective Date

The Effective Date of this Order is the effective date of the delivery order to which this Order is attached or incorporated.

2. Getting access and point of hand over

Access to the Service is available via browser access over the World Wide Web (WWW) only. Each Named User needs a compliant Web browser to access the Service. The Service Log-on page will be provided by SAP via URL after the Effective Date of this Order. Named Users will be able to log on with their specific user names and passwords, which will be created and provided by Customer through the Service. SAP may, in its sole discretion upon written or electronic notification to Customer, change or modify the URL address, in any manner that SAP deems necessary or desirable from time to time. The demarcation point of the Service to Customer shall be at the exit (outbound port) of the firewall at the Site and SAP's responsibility for the provision of the Service shall end at the exit (outbound port) of this firewall. Beyond this point, responsibility lies solely with the Customer.

3. Named Users

- (a) The fees per Named User set forth in this Order Form are applicable solely to the use of the SAP service for which they are licensed.
(b) Customer may add additional Named Users during the term by executing a modification to this Order. The term of each modification shall be co-terminus with the then-current term of the Order irrespective of the effective date of such modification.
(c) Further, Customer shall, without undue delay, report any actual use in excess of the number of Named Users authorized to access the Service and any other information reasonably necessary to calculate the amount of fees payable under this Order to SAP. Customer agrees to pay all requisite fees in accordance with the terms of this contract to reflect any increase in Named Users in excess of the number of authorized Named Users. For the avoidance of doubt, Customer shall not be entitled to claim any reduction of the fees payable hereunder.

4. Customer Obligations and Prerequisites

Customer shall fulfill the prerequisites and Customer requirements listed on the Site or made available in release notes before the initial set-up process and throughout the term of this Order.

5. Payment and Billing

The monthly fee for the Service is comprised of the following fees. Fees shall be invoiced and paid annually in advance for the relevant contract term.

SAP StreamWork – Professional Edition

Table with 3 columns: Item, Quantity, Total Amount in USD. Rows include Named Users - List Price, Content Storage Fee*, GSA Discount, Total Net Price, Total Monthly Fee, and Quarterly Billing.



* SAP StreamWork –Professional Edition Content Storage - SAP will provide up to 5 gigabytes of total content storage space at no additional charge. Content includes reports, visualizations, dashboards and datasets. SAP’s fees for additional storage are set forth in the contract. SAP reserves the right to modify its general practices and limits relating to disk storage upon prior written notice.

6. **Term and Termination.**

The term of this Order Form shall be *one* [Please insert initial term as applicable. Alternatives: 1 year, two years, three years.] year, which shall commence on the Effective Date stated hereinabove. This Order Form may be terminated in accordance with the Schedule contract.

7. **Support.**

SAP will provide an Internet address for submitting support requests, maintained by qualified support specialists, per SAP’s policies.

8. **Customer Information**

The following information must be provided prior to Customer obtaining access to the Service.

Customer Name:	_____	Customer Contact:	_____
Address for receipt of Services (If left blank, defaults to Sold to Address):	_____	Phone:	_____
	_____	Fax:	_____
	_____		_____
Customer/Sold to Address:	_____		

Bill to Address:	_____	A/P Contact:	_____
	_____	Phone:	_____
	_____	Fax:	_____
	_____		_____
Access Rights Recipient:	_____		
Access Rights Recipient email	_____		
Access Rights Recipient phone	_____		



SECTION 3. ATTACHMENTS TO THE CONTRACT

ATTACHMENT 1 - SAP COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS PREAMBLE

1. Preamble

SAP provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

2. Commitment

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Christopher M. Pfindner
610-661-3653
Fax 610-661-3654
email christopher.pfindner@sap.com .



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

ATTACHMENT 3 - BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

SECTION 4. ADDENDUM TO SPECIAL ITEM NUMBERS 132-33 (PERPETUAL SOFTWARE LICENSES), 132-34 (MAINTENANCE OF SOFTWARE), 132-50 (TRAINING COURSES FOR INFORMATION TECHNOLOGY SOFTWARE), AND 132-51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES.

1. Ordering Information

a. This license does not permit the Government to: (i) Use the Software, third party software or third-party-database for a service bureau application; or (ii) sublicense, or rent the Software, third party software or third-party-database.

b. Business Partners

1. For SAP Licensees: Business Partners may have access to the Software provided (i) all Business Partners accessing the Software through password identification shall be licensed as Named Users; (ii) all other usage or access to the Software by Business Partners shall be licensed as Transaction Usage; (iii) Business Partners are expressly limited to screen access to the Software; (iv) in no circumstances may Business Partners have access to Software source code; (v) in no circumstances shall Business Partners Use the Software to operate or manage the business of such Business Partners (vi) such Use shall not constitute an unauthorized exportation of any SAP Proprietary Information under U.S. Government laws and regulations.

2. During normal business hours and at any time during which the Software, Documentation, Third Party Software, Third-Party Database, or other SAP Proprietary Information are being utilized, SAP or its authorized representative or licensors, shall have the right, upon reasonable advance notice, to audit and inspect the Government's utilization of such items in order to verify compliance with the terms of this contract. If Proprietary Information is given to Business Partners pursuant to this contract, the Government shall secure the right for SAP to audit such Business Partner as specified in this paragraph. In the event an audit reveals that the Government underpaid software license and/or Enterprise Support fees to SAP, the Government shall be required to pay such underpaid fees based on SAP's contract prices and terms in effect at the time of the audit.

3. The Software requires a third-party database, which may be licensed through SAP or directly from a third-party database licensor approved by SAP. Any restrictions imposed on the Government directly by such third-party database licensor shall apply. SAP makes no representations or warranties as to the Third Party Software, Third-Party Database or their operation.

Certain software identified herein has specific hardware and software dependencies. All software/hardware requirements to access or use any Software licensed from SAP are the exclusive responsibility of the Government. Certain SAP Industry Solutions, SAP Business Components, and U.S. Only Components may not operate on the same computer. Additionally, to the degree that the relevant third party makes such maintenance services generally available to SAP, Licensee may request and SAP shall provide such maintenance service ("Maintenance") with respect to the TP Software offered hereunder.

4. The licensed Software in machine-readable format, and the Documentation, shall be delivered as specified in the Information for Ordering Offices section of this contract, or as mutually agreed upon by the Government and SAP. The prices listed below do not include installation of the Software.

5. In the event the Government terminates any delivery order for Software prior to payment, the Government shall immediately cease Use of all SAP Proprietary Information and shall irretrievably delete and/or remove such items from all computer hardware and storage media. Within thirty days after any termination, the Government shall deliver to SAP at Government expense or destroy all copies of the

SAP Proprietary Information in every form. An authorized representative of the Government shall certify in writing to SAP that it has performed the foregoing.

6. (a) The Government acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the SAP Proprietary Information are and shall remain in SAP and its licensors. The Government acquires only the right to Use the SAP Proprietary Information and does not acquire any ownership rights or title in or to the SAP Proprietary Information and that of SAP's licensors.

(b) The Government shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. In the event source code is provided to the Government, SAP, in its sole discretion, reserves the right to delete, or to require the deletion of, such source code and all copies thereof in Government's possession or control whenever a future release, version, or correction level provides for like functionality in an object code format.

(c) The Government agrees to insert in all copies of the Software as modified all copyright, trade secret, or other notices thereon or therein as SAP may from time to time direct.

(d) All rights, title and interest in any Extension or Modification shall be governed by the terms of this GSA Schedule. Notwithstanding the foregoing, the ordering activity shall have the right to Use such Extension or Modification at no additional license fee excluding any related third-party software fees, if any.

(e) The Government agrees that any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of the SAP Services under SIN 132-51 and deliverables provided under this GSA Schedule, whether or not developed for the Government, are the exclusive property of SAP. SAP shall have the sole and exclusive right, title and ownership to such technology. Notwithstanding the foregoing, the ordering activity shall have the right to Use the deliverables, provided under a mutually agreeable Statement of Work at no additional license fee excluding any related third-party software fees, if any.

(f) In the event the Government without SAP's participation develops any Modification or Extension (hereinafter referred to as "Government Extension" or "Government Modification") to the Software, the Government shall have all rights, title, and interest in such Government Modification or Government Extension subject to SAP's rights in the Software. The Government agrees, however, that such Government Modification or Government Extension will be used solely in connection with Government operations, and that such Government Modification or Government Extension will not be marketed, licensed or sublicensed, sold, assigned, or otherwise transferred or made available to any third party or other entity, without the express prior written consent of SAP, which consent shall not be unreasonably withheld. The Government agrees to offer SAP the right of first refusal to any license to or assignment of such Government Modification or Government Extension and SAP agrees to negotiate in good faith a mutually agreeable license or other arrangement for such rights. In the event the parties cannot agree to a mutually agreeable license or other arrangement for such rights, the Government shall be free to enter into an agreement with a third party on terms no more favorable than those offered to SAP.

(g) In the event SAP develops either independently, or jointly with the Government, any Modification or Extension to the licensed Software, such Modification or Extensions will be the exclusive property of SAP and SAP AG, and the Government will not grant, either expressly or impliedly, any rights, title, interest, or licenses to such Modifications or Extensions to any third party. The Government shall be entitled to Use such Modifications and Extensions on the Designated Unit(s) at the Designated Site(s) under the terms set forth in this GSA Schedule.

7. Patent and Copyright Idemnity

SAP shall indemnify Licensee against all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in the defense of any claim brought against Licensee by third parties alleging that Licensee's Use of the Software and Documentation infringes or misappropriates any United States patent of which SAP is aware; a copyright; or trade secret rights, provided that: such indemnity shall not apply if the alleged infringement results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, or unlicensed activities and so long as Licensee promptly notifies SAP in writing of any such claim and SAP is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP may settle any claim on a basis requiring SAP to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation. Licensee shall not undertake any action in response to any infringement or alleged infringement of the Software and Documentation.

THE PROVISIONS OF THIS SECTION 7 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

8. Limitations of Liability

a. Government's Remedies. Government's sole and exclusive remedies for any damages or loss in any way connected with the Software or services furnished by SAP and its licensors, whether due to SAP's negligence or breach of any other duty, shall be, at SAP's option: (i) to bring the performance of the Software into substantial compliance with the functional specifications; (ii) re-performance of services; or (iii) return of an appropriate portion of any payment made by the Government with respect to the applicable portion of the Software or services.

b. SAP Not Responsible. SAP will not be responsible under this contract: (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by the Licensee, a Modification, third party software, or third party database.. SAP AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED HEREUNDER.

c. EXCLUSION OF DAMAGES (Applies to SINs 132-33 and 132-34). NOTWITHSTANDING ANY OTHER PROVISION OF THE SCHEDULE CONTRACT OR PRICELIST, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE AND/OR DISCLOSURE OF PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SAP, ITS LICENSORS, OR THE GOVERNMENT BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES BASED ON THE LICENSE FEE FOR EACH INDIVIDUAL DELIVERY ORDER OR BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

EXCLUSION OF DAMAGES (Applies to SINs 132-50 and 132-51). NOTWITHSTANDING ANY OTHER PROVISION OF THE SCHEDULE CONTRACT OR PRICELIST, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE AND/OR DISCLOSURE OF THE PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SAP, ITS LICENSORS, OR THE GOVERNMENT BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID SERVICE FEE BASED ON THE SERVICE FEE FOR EACH INDIVIDUAL DELIVERY ORDER OR BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

d. Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

e. Services under SINs 132-50, 132-51 and 152-53. SAP warrants that its services shall be performed consistent with generally accepted industry standards. For any breach of this warranty, Licensee's sole and exclusive remedy shall be, at SAP's sole option, reperformance of the unsatisfactory services or repayment of the fees associated with the unsatisfactory services.

SAP MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER.

9. All Software and Documentation delivered under this contract is subject to current U.S. export control laws.

10. The Government agrees to install the commercial computer Software, Third-Party Database and Third Party Software only on Designated Unit(s), intranet server(s), or internet server(s) as identified by the Government that have been previously approved by SAP in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the commercial computer Software, Third Party Database and Third Party Software.

2. General Pricing Information

SAP also sublicenses Software of other vendors. Pricing for third party software and third party database is as set forth herein. Availability and pricing of third party software and third party database are subject to change by SAP upon notice from such third parties.

The fees or charges set forth herein do not include federal, state or local sales, use, property, excise, service or other taxes.

All Software, Documentation, and training materials delivered under this contract will be provided in the English language and all currency values will be expressed in U.S. dollars.

There is no option for returning or exchanging user authorizations if actual use is less than anticipated or changed. Access to and use of any software delivered is only permitted to the extent, which is necessary for the use of the purchased or licensed Software.

SAP solutions are either available as individual solutions or as a solution suite. Access to and use of Product Options and Supplementary Products is subject to additional charges. Product Options, formerly known as "Software Engines", are optional components which are to be licensed in addition to the SAP solution suite or individual SAP solution and are priced based on key business metrics such as orders, contracts, contract accounts, patients treated, etc. Product Options are either pan-industry, such as Payroll Processing or industry specific such as Billing within SAP for Utilities.

Product Options and Supplementary Products are to be licensed in addition to Named Users. That is, unless otherwise stated herein, an individual accessing Product Options or Supplementary Products must be licensed as Named User, too. Such Named Users may access Product Options or Supplementary Products to the extent of their licensed user category.

R/3 Software is not available under this contract.

3. Maintenance and Support

SAP also offers maintenance and support services for its licensed software. Maintenance and support services are provided for a recurring fee. If a valid maintenance contract is in place the Licensee receives, among other services, access to SAP's support infrastructure, access to corrections to the licensed software, and to new releases of the licensed software.

Customer must choose one of the below described SAP support offerings for its entire SAP landscape. Mixed SAP landscapes are not permitted.

Please note: New releases of SAP software may include capabilities that are not covered by the Licensee's current license contract. Therefore, an additional software license may be required.

SAP's primary maintenance and support offering is SAP Enterprise Support. The focus of SAP Enterprise Support services is the holistic management of the IT landscape over the life cycle of the customer's SAP solutions. For the full scope of SAP Enterprise Support, please refer to the support plan descriptions set forth in Section 2 of this contract.

SAP Standard Support, SAP's basic support offering, delivers knowledge, tools, and functions customers need to implement, manage, and enhance their SAP solutions.

SAP Product Support for Large Enterprises is targeted at SAP's largest customers. With SAP Product Support for Large Enterprises, customers get the fundamental support services they need to take charge of day-to-day support needs and to manage the IT landscape holistically over the life cycle of their SAP solutions. For more information, please contact your SAP representative.

SAP MaxAttention provides an enhanced level of support to the SAP Licensee and is addition to SAP Enterprise Support or SAP Product Support for Large Enterprises. Thus an agreement for one of these support offerings between SAP and Licensee is a prerequisite to purchase SAP MaxAttention.

SAP Safeguarding provides an enhanced level of support to SAP customers to specific customer projects and is on top of SAP Standard Support, SAP Enterprise Support or SAP Product Support for Large Enterprises. Thus an agreement for one of these support offerings between SAP and Licensee is a prerequisite to purchase SAP Safeguarding.

SAP Standard Support, SAP Enterprise Support, and SAP Product Support for Large Enterprises are provided according to the maintenance phases an SAP software release is currently in as stated in www.service.sap.com/releasestrategy.

SAP offers different maintenance phases for a particular software release. Since SAP's software licensing is release-independent, the relevant maintenance phase depends only on the actually implemented release of the software but not on the underlying software license. The maintenance phases described below apply for SAP Business Suite as well as SAP NetWeaver. For the BusinessObjects portfolio and within product bundles, different maintenance phases may apply.

Mainstream maintenance

Mainstream maintenance is the first maintenance phase for a release, starting with the release to customer date. During the mainstream maintenance phase, the customer receives the full scope of support.

Extended maintenance

After the end of the mainstream maintenance period, SAP may offer extended maintenance for selected releases of SAP software. During extended maintenance, the scope of support is usually similar to the scope during mainstream maintenance. For some releases some restrictions may apply.

Customer-specific maintenance

When the mainstream maintenance period ends and no extended maintenance is offered, or when the mainstream maintenance period ends and the licensee does not take advantage of an existing extended maintenance offering, or when the extended maintenance period ends, or when the Licensee's extended maintenance contract expires, a release enters into customer-specific maintenance. During customer-specific maintenance the scope of support is reduced.

For more information, please refer to www.service.sap.com/releasestrategy

With SAP Standard Support, SAP Enterprise Support and SAP Product Support for Large Enterprises, the annual fee for maintenance is calculated as a percentage of the software contract value (maintenance base). The maintenance base does not depend on the actual usage of the software. The annual fee is due from the first month after delivery.

Mainstream maintenance and customer-specific maintenance are covered by the SAP Standard Support, SAP Enterprise Support or SAP Product Support for Large Enterprises schedules. Extended maintenance is an optional offering and requires a separate contract on top of the support agreement. Pricing for extended maintenance is available upon request.

For a switch between support offerings, the following rules apply:

A. Switch to SAP Enterprise Support

Customer may switch to SAP Enterprise Support at any time by giving 90 days prior written notice to the beginning of any calendar month. Customer must switch to SAP Enterprise Support with its entire SAP landscape. SAP Enterprise Support delivery and invoicing will start on the first day of the month to which the 90 day notice is given by customer. After a switch to SAP Enterprise Support, a new Initial Period starts. The Initial Period equals the remainder of the current calendar year plus the following full calendar year.

B. Switch to SAP Standard Support

Customer may switch to SAP Standard Support by giving 90 days prior written notice to the next renewal date of the support contract. Customer must switch to SAP Standard Support with its entire SAP landscape. In order to switch to SAP Standard Support, customer must not be in default of any of its contractual obligations towards SAP (including but not limited to payment of license or support fees). Customers may only use Solution Manager Enterprise Edition functionality offered under SAP Standard Support.

For further details, please refer to the respective contractual documents or contact SAP.

SBOP customers may switch between support offerings upon renewal of their maintenance contracts. Specific switch rules apply to Product Support for Large Enterprise customers. Please contact SAP for details on switch rules for SAP BusinessObjects and SAP Product Support for Large Enterprises.

4. Contract Price Calculation

4.1 Contract Price Calculation

Determine the SAP Application Value (SAV) by adding list prices of SAV-relevant price list items

The SAP Application Value is determined separately for discountable and non-discountable price list items. It excludes all price list items that do not contribute to the SAP Application Value (non-SAV items).



Calculate the database price by applying the appropriate percentage to the SAP Application Value
The database price is determined separately for discountable and non-discountable price list items.

Determine list price for items that do not contribute to the SAP Application Value (sub-total non-SAV items)

The list price subtotal for items that do not contribute to the SAP Application Value is determined separately for discountable and non-discountable price list items.

Determine total list price

Add discountable and non-discountable part of the SAP Application Value, discountable and non-discountable portion of the database price, as well as discountable and non-discountable subtotal of price list items that do not contribute to the SAP Application Value.

Determine contract volume discount percentage based on total list price

Determine relevant discount percentage from volume schedule (see below)

Determine contract price

Apply contract volume discount to discountable part of total list price and add the result to the non-discountable part of total list price.

4.2 Volume Discount Schedule

The following discounts shall apply to contract orders.

SAP Price License Fee (USD)			% Discount
100	To	125,000	20.25%
125,001	To	350,000	28%
350,001	To	550,000	36%
550,001	& above		45% minimum

5. License Audit

The Licensee shall allow SAP to audit each installation at least once annually and in accordance with SAP standard procedures which may include on-site audits. This shall involve checking that usage corresponds to the Licensee's orders and to the provisions of the contract, calculating the contract value in accordance with the List of Prices and Conditions valid at that time in question and demanding additional payment if necessary.

SAP is permitted to set up the software so that each system generates and transmits to SAP the information that is required to calculate the remuneration. In this respect the Licensee undertakes to support SAP in accordance with SAP's instructions. Upon request, Licensee undertakes to prepare the measurement log within the given timeframe. The measurement shall be carried out using only the unaltered SAP tools provided by SAP. The result of the measurement is to be transmitted online (see system measurement guide) to SAP immediately and in unaltered form. In case the Licensee expressly so requests the information shall be transmitted in writing and not online. For automated consolidation of users who access more than one system the Licensee has to use the License Administration Workbench. If the Licensee expressly so requests, the manual multi-system-user concept shall apply and no automated consolidation shall be made. SAP gives express notice that the accessing of a system by more than one person using one and the same defined user shall constitute a breach of the Contract

and that this applies also in respect of users indirectly accessing the software. If SAP observes such a breach in connection with system measurement, SAP shall be entitled to charge and invoice the appropriate amount for the continuation of such use in accordance with the then current List of Prices and Conditions. Reasonable costs of SAP's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels. This is without prejudice to SAP's claims for damages.

6. Conditions for the Licensing and Use of Content

Special conditions may apply to content made available by SAP. These conditions are part of this List of Terms and Conditions, the applicable product documentation and/or Installation Guide for third party content, SAP may be required to pass through specific terms to Licensee. Licensee agrees to adhere to any content related additional terms. In all other respects this List of Prices and Conditions shall apply.

As part of SAP Supply Chain Management SAP delivers certain geographical data. Usage of this data in public marketplaces is prohibited. There is no guarantee that all cities and zip codes/ postal codes worldwide can be found. Company specific zip codes/ postal codes are not included.

Third party addressing and geocoding data directories that are licensed separately and are not subject to the standard licensing model as described in this document. In particular, such data directories are not subject to SAP's maintenance and support services, however, from time to time SAP may provide updates to Licensee.

7. Conditions for the Use of Third Party Databases

SAP may deliver SAP software containing a database product where the end user is not entitled to use the database unless he/she has acquired the requisite number of licenses from the database vendor or its authorized distributor. Such deliveries are reported to the database vendor.

7.1 Conditions for the use of ORACLE® Database Software when licensed from SAP

§ 1 Copyright

1.

The comprehensive copyright to Oracle software is the sole property of the Oracle Corporation, Redwood Shores, CA, USA.

2.

Third party database applications for system administration, monitoring and management may directly access the Oracle database.

3.

The customer shall only use the Oracle software in connection with the SAP Software and only for the purposes of its own internal data processing which includes access of third party user such as contractor, supply chain vendor or supplier, customer, or third party individual authorized by the customer.

It is allowed to customize the SAP software or to create additional functionality, new applications, or to support third party database applications which only interface with them (example: via RFC, BAPI)

Third party database applications or new functionality or new applications which may directly access the Oracle database are not allowed.

4.

The customer shall assign the Oracle software only to wholly owned or majority owned subsidiaries. Assignment to competitors of Oracle is prohibited.

5.

In view of its limited rights of use, the customer shall neither modify, decompile nor reverse engineer the Oracle software except and to the extent that it is expressly permitted by applicable law.

6.

The Oracle software may only be used in the country or countries for which the customer has acquired a license. The customer hereby undertakes to adhere to all regulations of the US Department of Commerce and the American export authorities.

7.

The use of Oracle software for the planning, production, control or monitoring of nuclear power stations, air traffic, means of mass transportation or medical equipment is not permitted, unless such use is limited to commercial or purely administrative applications.

8.

The customer is not entitled to receive the source code for the Oracle software.

§ 2 Other Conditions

1.

The publication of benchmark tests for the Oracle software is not permitted.

7.2 Conditions for the Use of the Microsoft SQL-Server

Conditions for the Use of the Microsoft SQL-Server when licensed by SAP

For the purpose of this Section "Integrated Application" shall be defined as SAP software integrating the Microsoft SQL Server Database.

The Microsoft SQL Server Database may contain the following software:

"Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");

"Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

GRANT OF LICENSE.

This Third-Party Database is licensed and delivered to you solely for use as part of the SAP software. SAP grants you the following rights to the Microsoft SQL Server Database, provided you comply with all of the terms and conditions of this license:

Installation -- Server Software. You may install and use one copy of the Server Software, as part of the SAP Software, on each single Server on which you install the Integrated Application.

SQL Server, Enterprise Edition. If you have acquired the Enterprise Edition of the Server Software, which must be indicated on your license to use the SAP software, you may install any number of instances of the Server Software on that Server. An "instance" shall mean a running copy of the Server Software.

Client Software. You may install the Client Software (SQL Server Personal Edition) on any internal Device, provided that you acquire the access license rights required for each use of the Integrated Application utilizing the Client Software on such Device as specified below.

SQL Server Access Requirements. You may use the Client Software only to access, configure, administer, or otherwise use the Server Software in conjunction with and as part of the SAP Software. You must acquire a Third-Party Database access license right for each use of any Device that:

accesses or otherwise utilizes the services of the Server Software (including Devices using MSDE for such access), or

installs and uses SQL Server Personal Edition, or

uses the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively "Tools"). You may only use the Tools for internal use in conjunction with your Server Software.

Reservation of Rights. SAP and Microsoft reserve all rights not expressly granted to you in this license.

Benchmark Testing. You may not disclose the results of any benchmark test of either the Server Software or Client Software to any third party without Microsoft's prior written approval.

Downgrades. Instead of installing and using the Server Software, you may install and use an earlier version of the Server Software in accordance with this license, provided that you completely remove such earlier version and install the original Server Software within a reasonable time. Your use of such earlier version shall be governed by this license, and your rights to use such earlier version shall terminate when you install the original Server Software.

Runtime-Restricted Use Software. This Microsoft SQL Server Database is "Runtime-Restricted Use" software; as such, the Microsoft SQL Server Database may only be used to run the SAP Application. The Microsoft SQL Server Database may not be used either (i) to develop and/or (ii) in conjunction with, new applications, databases or tables other than those contained in the SAP Software. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of the SAP Software to configure or extend such SAP Software.

NO RENTAL/NO COMMERCIAL HOSTING.

You may not rent, lease, lend, or provide commercial hosting services with the Microsoft SQL Server Database.

NO HIGH RISK USAGE.

The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You may not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to:

- aircraft or other modes of human mass transportation,
- nuclear or chemical facilities,
- life support systems,
- implantable medical equipment,
- motor vehicles, or
- weaponry systems.

High Risk Use does not include utilization of Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless SAP and Microsoft Corporation from any third-party claim arising out of Customer's use of the Products in connection with any High Risk Use.

TRANSFER – Internal.

You may move the Server Software to a different Server, provided that it is removed from the Server from which it is transferred and provided that it is transferred as part of the Integrated Application.

Transfer to Third Party. The initial user of the Microsoft SQL Server Database may make a one-time transfer of the Third-Party Database to another end user, provided that it is transferred as part of the SAP Software. The transfer has to include all component parts, media, printed materials, this license, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Microsoft SQL Server Database must agree to all the license terms.

LIMITATION ON REVERSE ENGINEERING, DECOMPIATION, AND DISASSEMBLY.

You may not reverse engineer, decompile, or disassemble the Microsoft SQL Server Database, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

TERMINATION.

Without prejudice to any other rights, Licensor may cancel this license if you do not abide by the terms and conditions of this license, in which case you must destroy all copies of the Microsoft SQL Server Database and all of its component parts.

EXPORT RESTRICTIONS.

You acknowledge that Software is subject to U.S. export jurisdiction unless otherwise indicated by Microsoft. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <<http://www.microsoft.com/exporting/>>.

U.S. GOVERNMENT LICENSE RIGHTS.

All Microsoft SQL Server Databases provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Microsoft SQL Server Databases provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

COPYRIGHT and OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES

The Microsoft SQL Server Database is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Microsoft SQL Server Database. The Microsoft SQL Server is licensed, not sold.

NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. SAP HAS INDEPENDENTLY DETERMINED HOW TO USE THE MS SQL SERVER DATABASE IN THE INTEGRATED APPLICATION THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON SAP TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE MS SQL SERVER DATABASE IS SUITABLE FOR SUCH USE.

NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE MS SQL SERVER DATABASE, OR (B) THE INTEGRATED APPLICATION, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY SAP AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MS SQL SERVER DATABASE OR THE INTEGRATED APPLICATION. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).

SEVERABILITY. If a court holds any provision of this EULA to be illegal, invalid or unenforceable, the remaining provisions will continue in full force and effect and the parties will amend this EULA to give effect to the stricken clause to the maximum extent possible.

Conditions for the Use of the Microsoft SQL-Server when previously licensed by Microsoft or Microsoft Distributor

The SAP software containing a copy of the Microsoft SQL-Server, which has been integrated or installed as a component of this SAP software. All Microsoft products are subject to the terms of the Microsoft License Agreement with end users which is included in the software package or the license agreements shipped with the Microsoft SQL-Server. An exception hereto is that the functionality of a Microsoft product as an integrated part of an SAP solution can differ from the functionality of a non-integrated Microsoft product. All inquiries relating to the functionality or performance of the SAP solution with Microsoft products should therefore be addressed to SAP and not to Microsoft. The SAP product does not contain a license for the integrated Microsoft product. You are therefore not entitled to use the copy of the Microsoft SQL-Server contained in this product and you will not receive a license for such use unless you have acquired or otherwise have at your disposal the same number of client/server licenses as user licenses acquired for the SAP software. By concluding this contract with SAP you represent and warrant that you have previously acquired a Microsoft license for SQL-Server end users and to conclude a corresponding license agreement.

When SAP delivers an updated version of the SAP software containing an updated version of the integrated Microsoft product, the end user is not entitled to use the updated version of the Microsoft product unless he/she has acquired the requisite number of client/server licenses from an authorized Microsoft distributor.

LICENSING PRINCIPLES, RULES OF USE, LICENSE METRICS AND PRODUCT-SPECIFIC TERMS:

1. LICENSING PRINCIPLES / RULES OF USE

1.1 Definitions

1.1.1 As used in these Use Terms: 1) each Software and/or Third Party Software product licensed pursuant to the Contract referencing these Use Terms may be referred to as a "Software Package" (when referencing only Software) or "Third Party Software Package" (when referencing only Third Party Software) or "Package" (when referencing both Software and Third Party Software); 2) "Named User" shall mean any individual authorized by Licensee to Use (in accordance with the terms of the Contract) a Package, including without limitation employees of its Business Partners; 3) "Named User License" shall mean the Metric and Licensed Level applicable to each Named User; 4) "Package License" shall mean the Metric and Licensed Level applicable to each Package; 5) "Metric" shall mean a) when referenced in the context of a Named User, the individual Named User category and type (and corresponding Named User definition setting for such Named User's Use rights) as further described in Section 2.1 hereof -and- b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 2.2 hereof; 6) "Licensed Level" shall mean a) when referenced in the context of a Named User, the quantity of Metric for which each individual Named User category and type is licensed -and- b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed; and 7) "Order Form" shall mean the order document for the Named Users and Packages licensed under the Contract.

1.2 Standard License Principles / Rules of Use

1.2.1 Named User License & Package License Required. Except as otherwise specifically provided in Sections 1.3.2 and 3 hereof with respect to applicability of Named User Licenses, 1) the Use of any Package requires both a Named User License and a Package License; 2) Licensee needs to hold a Named User License for any individual accessing any Package, and such Named User License shall define the extent to which such individual may Use the Package, such Use of the Package in all cases being further subject to the Package License and otherwise in accordance with the terms of the Contract.

1.2.2 Additional Named User Rules for SBOP and Legacy SBOP Software Not Licensed For Standalone Use. "SBOP" and "Legacy SBOP" shall mean any Software identified as SBOP or Legacy SBOP, respectively, in Exhibit 1 to these Use Terms. Unless otherwise specifically set forth herein, all references to "SBOP" shall be deemed to include any licensed Software identified under any Order Form as "Legacy SBOP"; however, references to "Legacy SBOP" shall only mean any licensed Software specifically identified as "Legacy SBOP" on Exhibit 1. Any licensed SBOP may only be Used by individuals licensed as a Developer User, Expert User, Business Analytics Professional User or BI Limited User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software). Any licensed Legacy SBOP may only be Used by individuals licensed as a Developer User, Expert User, Business Analytics Professional User, BI Limited User, or Business Information User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

1.2.3 Runtime Software. Licensed Package(s) may utilize limited functionality of other Packages, including but not limited to SAP NetWeaver Foundation, for which Licensee does not hold a license ("Runtime Software"). Until Licensee has expressly licensed the Runtime Software, Licensee's Use of such Runtime Software is limited to access by and through the licensed Package(s), and any permitted Modifications thereto for the sole purpose of enabling performance of the licensed Package(s). In the event Licensee Uses a Package to build and/or operate a custom developed or third party application, additional licenses may be required.

1.2.4 Country / Language Versions and Availability Restrictions. There are no applicable country/language specific versions licensed by Licensee from SAP unless otherwise specifically stated in an OrderForm. Packages may be subject to availability restrictions. Information about such restrictions including country availability, supported languages, supported operating systems and databases may be provided through the Product Availability Matrix (PAM) published at www.service.sap.com/pam or otherwise included in the Documentation.

1.3 Exceptional License Principles / Rules of Use for Special License Scenarios

1.3.1 This Section 1.3 sets forth the exceptional license principles / rules of Use for the following special license scenarios ("Special License Scenarios"), and, to the extent the exceptional license principles / rules of Use for any Special License Scenario identified in this Section 1.3 contradict the standard license principles / rules of Use set forth in the Contract and Section 1.2 hereof, then the terms of this Section 1.3 shall control over those contradicting terms in Section 1.2 hereof.

1.3.2 Standalone Use. Software is licensed solely for Standalone Use if identified as such in the applicable Order Form. SBOP Software licensed from any resellers, distributors or other third parties may be Used solely for Standalone Use, unless otherwise agreed by SAP in writing in the applicable Order Form. "Standalone Use" means the Software (and any corresponding Third Party Software) may not be Used to access, directly or indirectly, in any manner whatsoever, any other Software and/or Third Party Software licensed from SAP, or an authorized reseller, distributor, OEM or other authorized partner of SAP. Software licensed for Standalone Use, however, may be Used with other Software (and any corresponding Third Party Software) that is licensed for Standalone Use.

As a rule, the Use of Software licensed for Standalone Use does not require a Named User License in addition to the Package License for the respective Software itself. For avoidance of doubt, all SBOP and/or Sybase Software licensed by a Business Objects entity or a Sybase entity prior to its legal integration with a successive SAP entity is deemed licensed for Standalone Use only.

1.3.2.1 Standalone Use of SBOP and Legacy SBOP Software. Use of SBOP and Legacy SBOP licensed for Standalone Use does require a Named User License in addition to the Package License for the actual SBOP or Legacy SBOP, respectively.. The only Named User types authorized to Use SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional

User, or SAP Application Standalone BI Business Analyst Limited User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software). The only Named User types authorized to use Legacy SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional User, SAP Application Standalone BI Limited User, or SAP Application Business Information Viewer User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

- 1.3.3 **Restricted License.** If Licensee acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("OEM Application") from a third party, Licensee has acquired a Restricted License. Licensee may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or used by the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the Software may be used with the data mart or data warehouse only to access data created or processed by the OEM Application. Restricted Licenses may not be combined with unrestricted licenses in the same Deployment.
- 1.3.4 **Subscription License.** Unless otherwise agreed in writing between the parties, if the Software is licensed on a subscription basis, Licensee is granted a non-exclusive and non-transferable license to use the Software for a twelve-month term, renewable annually at Licensee's option at the then current Contract rate, if available, or such other rate or term as mutually agreed in writing by the parties.
- 1.3.5 **Development License.** Unless otherwise agreed in writing between the parties, if Licensee receives a development license, you may use the number and type of licenses acquired only to develop or test such developments. A development license cannot be used in or transferred to a production environment.
- 1.3.6 **Update License.** Unless otherwise agreed in writing between the parties, if you receive the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product.

2. **METRICS**

2.1 **Named User Principles and Metrics**

- 2.1.1 **Named User Principles.** Except as otherwise specifically provided in Sections 1.3.2 and 3 hereof with respect to applicability of Named User Licenses, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the "Named User License" and the "Package License", and be otherwise in accordance with the terms of the Contract. The total number of licensed SAP Application Limited Professional Users must under no circumstances exceed the sum of licensed SAP Application Professional Users and SAP Application Business Expert Users. The transfer of a Named User License from one individual to another may only be done in if the individual to which the Named User License is assigned (i) is on vacation, (ii) is absent due to sickness, (iii) has his/her employment terminated, (iv) is moved into a new job function which no longer requires him/her to Use any Packages or (v) is subject to a condition that is otherwise agreed by SAP.

- 2.1.2 **Important Note for Licensees with Contracts from 2006 and Earlier.** Such Licensees may have licensed one of the following previous user types: mySAP.com Users, SAP Business Suite Users, SAP ERP Users, Individual SAP solutions Users.

Licensees that have already licensed one or several of the above user types are permitted to license additional users of the same user types. Such Licensees are not permitted to license SAP Application Users within their existing license contract. Licensees with contracts from 2006 or later that contain SAP Application users are not permitted to license any of these previous user types.

2.1.2 **Named User Metric – Categories, Types and Corresponding Definitions.**

Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

2.2 **Package Principles and Metrics**

- 2.2.1 **Package Principles.** Each Package is licensed based upon the Metric applicable to it, and in no case may Use of a Package exceed the License Level for which the Package is licensed.

2.2.2 **Package Metrics – Types and Corresponding Definitions.**

Package Metrics, including types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

3. **PACKAGE SPECIFIC TERMS / USE RULES**

- 3.1 **Package Licenses.** A Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms / Use rules applicable to such Package as outlined in Exhibit 3, which is incorporated herein by reference.

- 3.2 **Applicability.** This Section 3.2 applies to any Package (including, without limitation, databases) licensed pursuant to an Order Form and identified as a Third Party Software (including databases) in such Order Form (as used herein, "Third Party Software Package"). All Third Party Software Packages are restricted for Use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not be used with any other Package, or on an individual basis. Unless otherwise specifically provided in the Order, any Use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.

- 3.2.1 **Exceptions from standard SAP terms for Third Party Software Packages.**

- 3.2.1.1 Modifications as defined in the Contract shall not apply to any Third Party Software Packages. Licensee shall not make Modifications to Third Party Software Packages, or otherwise modify Third Party Software Packages unless expressly authorized by SAP in writing.
- 3.2.1.2 Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, WITH RESPECT TO ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING FROM OR RELATED TO THE THIRD PARTY SOFTWARE LICENSED PURSUANT TO AN ORDER FORM REFERENCING THESE USE TERMS, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES FOR THE APPLICABLE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES 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, OR EXEMPLARY OR PUNITIVE DAMAGES.
- 3.3 Third Party Databases
- 3.3.1. If a runtime database is licensed and the Order Form does not exclude any Packages licensed thereunder from such runtime database license, then the following terms shall govern Licensee's Use of such runtime database:
- 3.3.1.1. Licensee may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form. In the event Licensee Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.
- 3.3.2. If a runtime database is licensed and the Order Form excludes certain Software Packages licensed thereunder from such runtime database license ("Excluded Components"), then the following terms shall govern Licensee's Use of such runtime database:
- 3.3.2.1 Licensee may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form that are not Excluded Components. In the event Licensee Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.
- 3.3.2.2 The Excluded Components may require a database product. Respective to the Excluded Components: (i) neither the Order Form nor the Contract contain a license to use any database product, even where integrated or pre-installed as part of the Excluded Components; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
- 3.3.3. If a runtime database is not licensed, then the following terms shall apply:
- 3.3.3.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to such Packages: (i) neither the Order Form nor the Contract contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
- 3.4 Standalone Use for Third Party Databases
- If an Order Form referencing these Use Terms includes a Standalone Use restriction, then the following terms shall apply:
- 3.4.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to Packages: (i) neither the Order Form nor the Contract contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
- 3.5 Open Source Software
- Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and/or delivered with the Software as a "README" file and apply to Licensee's use of any such open source products. The definition of open source can be found under www.opensource.org/.
- 3.6 SAP Best Practices
- Software Packages may be delivered with settings and master data that have been pre-configured to address the requirements of a specific industry sector or country (SAP Best Practices). SAP Best Practices are not licensed for use on productive systems.
- 3.7 SAP Tools
- The Software, particularly the ABAP Workbench and SAP NetWeaver, contains software tools. Licensee may only use these tools to program Modifications or to create Add-ons to the SAP software in accordance with the Contract. The tools may not be transferred, either in whole or in part, into modified or created software.
- 3.8 Function Modules

The Software may contain function modules, which are stored in a function library. Some of these function modules carry a release indicator for transfer into modified or newly created software. Only these function modules may be transferred by the Licensee into Modifications or Add-ons to the software. The function modules may not be modified or decompiled unless otherwise permitted under the Contract.

Exhibit 1
Legacy SBOP and SBOP Software

Legacy SBOP

Business Intelligence
SAP BusinessObjects BI Package (CPU)
SAP BusinessObjects BI Package (user)

SBOP

Business Intelligence	Use Rights that do not require a named user license
BA&T SAP BusinessObjects BI Suite (user)	Access platform services; customize, personalize dashboards, BI widgets, and user profiles; view (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against predefined reports
BA&T SAP BusinessObjects BI Suite (Concurrent Session license ("CS"))	Access platform services; customize, personalize dashboards, BI widgets, and user profiles; view (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against predefined reports
BA&T SAP BusinessObjects Business Intelligence Platform (user)	Access platform services and view environment.
BA&T SAP BusinessObjects Business Intelligence Platform (CS)	Access platform services and view environment.
BA&T SAP BusinessObjects Business Intelligence Platform Mobile add-on (user)	View (i.e., refresh and interact) Mobile-enabled content
BA&T SAP BusinessObjects Business Intelligence Platform Mobile add-on (CS)	View (i.e., refresh and interact) Mobile-enabled content
BA&T SAP Crystal Reports (user)	View (i.e., refresh and schedule) reports
BA&T SAP Crystal Reports (CS)	View (i.e., refresh and schedule) reports
BA&T SAP BusinessObjects Web Intelligence (user)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) a predefined report
BA&T SAP BusinessObjects Web Intelligence (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) a predefined report
BA&T SAP BusinessObjects Analysis edition for OLAP (user)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Analysis edition for OLAP (CS)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Analysis edition for Office (user)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Analysis edition for Office (CS)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Dashboard (user)	View (i.e., refresh and interact) dashboard models
BA&T SAP BusinessObjects Dashboard (CS)	View (i.e., refresh and interact) dashboard models
BA&T SAP BusinessObjects Explorer (user)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Explorer (CS)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Explorer accelerated package (user)	View (i.e., search, view and navigate) data sets

BA&T SAP BusinessObjects Explorer accelerated package (CS)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Integration, version for ESRI GIS software by APOS (CS)	View data from business applications in a report, analysis or dashboard (indirect access)
BA&T SAP BusinessObjects Integration, version for ESRI GIS software by APOS (User)	View data from business applications in a report, analysis or dashboard (indirect access)
BA&T SAP BusinessObjects Predictive Workbench by IBM	Access platform services; customize, personalize dashboards, BI widgets, and user profiles; view (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against predefined reports
Enterprise Information Management	
SAP BusinessObjects Operational enterprise information mgmt package	View and drill down on information, read-only access to the application.
SAP BusinessObjects Analytical enterprise information mgmt package	View and drill down on information, read-only access to the application.
BA&T SAP BusinessObjects Data Services	View and drill down on information, read-only access to the application.
BA&T SAP BusinessObjects Information Steward	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Information Steward Multi-Source Integrators by MITI Add-on	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Event Insight	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Federator	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Integrator (DI)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Quality Management (DQM)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects DQM, version for SAP Solutions	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Quality Management SDK	View and drill down on reports, read-only access to the application.
GRC	
BA&T SAP BusinessObjects Access Control	Managers, executives and auditors who receive alerts, access reports and dashboards. End users who submit access requests or self-services. Access request approvers, certification reviews and remediation actions.
BA&T SAP BusinessObjects Process Control	Users who view reports & analytics. Such as control testing results, state of 'compliance health' of the organization reports, control -risk coverage reports, or reports on state of control testing for a process or organization.
BA&T SAP BusinessObjects Risk Management	Users designated or acting as a risk owner to review and test assumptions and make adjustments, user who utilize the system for reports or supporting audits
BA&T SAP BusinessObjects GTS, Export	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Import	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Restitution	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Trade Preferences	View and drill down on reports, read-only access to the application.

BA&T SAP BusinessObjects GTS, Bundle	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Goods Movement with EMCS	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Sanction Party List Service	View and drill down on reports, read-only access to the application.
BA&T SAP Electronic Customs Processing for AES (Automated Export System)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Sustainability Performance Management	View and drill down on reports, read-only access to the application other than users involved in the data-gathering process who respond to approval requests, enter sustainability-related data manually, and respond to surveys/workflows received. Maps to pre-configured roles of approver, business contributor and analyst
EPM	
BA&T SAP BusinessObjects Planning & Consolidation, version for the Microsoft Platform (BPC)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning & Consolidation, version for SAP NetWeaver (BPC)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning, version for the Microsoft Platform	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning, version for SAP NetWeaver	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Consolidation, version for the Microsoft Platform	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Consolidation, version for SAP NetWeaver	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning & Consolidation, SAP NetWeaver Platform Access Component	Not Applicable
BA&T SAP BusinessObjects Planning & Consolidation, Microsoft Platform Access Component	Not Applicable
BA&T SAP BusinessObjects Strategy Management	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Spend Performance Management	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Financial Information Management (FIM)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Intercompany	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Financial Consolidation	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Profitability and Cost Management	View Profitability and Cost Management data via MDX connector
BA&T SAP BusinessObjects Supply Chain Performance Management (SCPM)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Disclosure Management	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Notes Management	View and drill down on reports, read-only access to the application.



Exhibit 2

Named User Metrics and Package Metrics

Metrics Used with Named Users

SAP Application Developer User is a Named User authorized to access the development tools provided with the licensed Software for the purpose of making Modifications and/or Add-ons to the licensed Software and also includes the rights granted under the SAP NetWeaver Developer User and SAP Application Employee User.

SAP Application Business Expert User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) and also includes the rights granted under the SAP Application Professional User.

SAP Application Professional User is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Application Limited Professional User.

SAP Application Limited Professional User is a Named User authorized to perform limited operational roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Application Business Information User. The Contract has to define in detail the limited use rights being performed by such Limited Professional User.

SAP Application Business Information User is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with licensed Legacy SBOP, and reports created through Use of licensed Legacy SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals. Each SAP Application Business Information User also includes the rights granted under the SAP Application Employee User.

SAP Application Employee User is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) travel planning / expense reporting self-services, (iii) perform procurement self-services, and (iv) room reservation self-services. Each SAP Application Employee User also includes the rights granted under the SAP E-Recruiting User, SAP Learning User and the SAP Application ESS User.

SAP Application Employee Self-Service User is a Named User authorized to perform the HR self-services role of employee time and attendance entry supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals. Each SAP Application ESS User also includes the rights granted under the SAP Application Employee Self-Service Core User and the SAP Human Capital Performance Management User.

SAP Application Employee Self-Service Core User is a Named User authorized to perform the following HR self-services roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) employee records maintenance, (ii) employee directory, and (iii) benefits and payment services. Further, an ESS Core User is also authorized to access "Non-SAP Content" that resides on Licensee's "SAP Portal", so long as accessing such Non-SAP Content does not require or result in any Use of the licensed Software (beyond access to such Non-SAP Content as it resides on Licensee's SAP Portal). As used in this ESS Core User definition, (i) "Non-SAP Content" means information created through no Use of the licensed Software and (ii) "SAP Portal" means any portal created by Licensee Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

SAP Application HANA Administrator User is a Named User authorized to perform all roles supported by licensed HANA Software (excluding the right to make Modifications and/or Add-ons) where Used solely in conjunction with Non-SAP Applications, and includes the rights granted under the SAP HANA Application Viewer User.

SAP Application Standalone HANA Administrator User is a Named User authorized to perform all roles supported by HANA Software licensed for Standalone Use (excluding the right to make Modifications and/or Add-ons) where used solely in conjunction with specific application(s) that are licensed SAP Proprietary Information (also contractually restricted for Standalone Use) and that do not otherwise by themselves require an SAP Named User license and/or Non-SAP Applications used solely in a Standalone Use manner subject to the contractual Standalone Use restriction, and includes the rights granted under the SAP HANA Standalone Viewer User.

SAP Application HANA Viewer User is a Named User authorized to Use the licensed HANA Software to enable report reading and viewing functions solely in conjunction with Non-SAP Applications.

SAP Application Standalone HANA Viewer User is a Named User authorized to Use the HANA Software licensed for Standalone Use to enable report reading and viewing functions solely in conjunction with application(s) that are licensed Software or Third Party Software (also contractually restricted for Standalone Use) and that do not otherwise by themselves require an SAP Named User license and/or Non-SAP Applications used solely in a Standalone Use manner (subject to the contractual Standalone Use restriction).

SAP Application HANA Administrator Upgrade User is a Named User authorized to perform all roles supported by licensed HANA Software (excluding the right to make Modifications and/or Add-ons) where Used solely in conjunction with Non-SAP Applications provided such Named User is also an individual licensed from SAP as an SAP Application HANA Viewer User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application HANA Viewer User for so long as Licensee continues to receive support under the Contract.

SAP Application Standalone HANA Administrator Upgrade User is a Named User authorized to perform all roles supported by HANA Software licensed for Standalone Use (excluding the right to make Modifications and/or Add-ons) where used solely in conjunction with specific application(s) that are licensed Software or Third Party Software (also contractually restricted for Standalone Use) and that do not otherwise by themselves require an SAP Named User license and/or Non-SAP Applications used solely in a Standalone Use manner subject

to the contractual Standalone Use restriction provided such Named User is also an individual licensed from SAP as an SAP Application Standalone HANA Viewer User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Standalone HANA Viewer User for so long as Licensee continues to receive support under the Contract.

SAP Application Business Expert Upgrade User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) provided such Named User is also an individual licensed from SAP as an SAP Application Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Professional User for so long as Licensee continues to receive support under the Contract.

SAP Application Business Analytics Professional User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) and includes the rights granted under the SAP Application BI Limited User. For purposes of clarification, an SAP Application Business Analytics Professional User may extract data from any data source into SBOP and/or push data out of SBOP into any data source provided Licensee has secured an appropriate license for all such data source(s) (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into SBOP where the data source is non-SBOP Software and/or third party software licensed from SAP).

SAP Application Business Analytics Professional Upgrade User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) provided such Named User is also an individual licensed from SAP as an SAP Application BI Limited User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application BI Limited User for so long as Licensee continues to receive support under the Contract. For purposes of clarification, an SAP Application Business Analytics Professional Upgrade User may extract data from any data source into SBOP and/or push data out of SBOP into any data source provided Licensee has secured an appropriate license for all such data source(s) and such Use is otherwise in accord with the terms of the Contract (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into SBOP where the data source is non-SBOP Software and/or Third Party Software licensed from SAP).

SAP Application BI Limited User is a Named User who is solely authorized to Use one (1) of the following SBOP components, subject to each SBOP component being licensed: (i) Mobile Designer, (ii) Crystal Reports Designer, (iii) WEB Intelligence Designer, (iv) Explorer Designer, (v) Dashboard Designer, (vi) SAP BusinessObjects Analysis software edition for OLAP, or (vii) SAP BusinessObjects Analysis software edition for Microsoft Office. For purposes of clarification, an SAP Application BI Limited User may extract data from any data source into one (1) of the stated SBOP components (where licensed) and/or push data out of one (1) of the stated SBOP components (where licensed) into any data source provided Licensee has secured an appropriate license for all such data source(s) (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into one (1) of the stated SBOP components where the data source is non-SBOP Software and/or Third Party Software licensed from SAP).

SAP Application Standalone Business Analytics Professional User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) licensed for Standalone Use and also includes the rights granted under the SAP Application Standalone BI Limited User.

SAP Application Standalone BI Limited User is a Named User who is solely authorized to Use one (1) of the following SBOP components, subject to each SBOP component being licensed for Standalone Use: (i) Mobile Designer, (ii) Crystal Reports Designer, (iii) WEB Intelligence Designer, (iv) Explorer Designer, (v) Dashboard Designer, (vi) SAP BusinessObjects Analysis software edition for OLAP, or (vii) SAP BusinessObjects Analysis software edition for Microsoft Office. The SAP Application Standalone BI Limited User also includes the rights granted under the SAP Application Business Information Viewer User.

SAP Application Business Information Viewer User is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with licensed Legacy SBOP, and reports created through Use of licensed Legacy SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals.

SAP Learning User is a Named User who is authorized to access solely the following learning solutions on SAP's price list, provided that those learning solutions are licensed. A SAP Learning User is not entitled to access other SAP solutions or solution components. The applicable learning solutions offered by SAP comprise the following:

SAP Learning Solution
SAP Enterprise Learning Environment
SAP Acrobat Connect Professional Learning by Adobe
SAP Acrobat Connect Professional Meeting by Adobe
SAP Productivity Pak by ANCILE - excl. North America
SAP Productivity Pak Help Launch Pad by ANCILE - excl. North America
SAP Productivity Composer by ANCILE - excl. North America
SAP Productivity Composer Help Launch Pad by ANCILE - excl. North America
SAP Productivity Pak by ANCILE - North America only
SAP Productivity Pak Help Launch Pad by ANCILE - North America only
SAP Productivity Composer by ANCILE - North America only
SAP Productivity Composer Help Launch Pad by ANCILE - North America only

SAP E-Recruiting User is a Named User authorized to access the E-Recruiting engine only. E-Recruiting Users are not entitled to access other SAP solutions or solution components.

SAP Human Capital Performance Management User is a Named User authorized to access the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals to maintain: (i) employee appraisals, (ii) talent and skill profiles, and (iii) profile match up.

SAP Manager Self-Service User is a Named User authorized to perform one or more of the following manager self-services related roles supported by the licensed Software (excluding SBOP): (i) request administrative changes using processes and forms contained within HCM, (ii) create requisition requests and candidate assessments, (iii) perform talent assessments and appraisals, (iv) plan and approve compensation, (v) obtain an budget overviews, (vi) organize project management tasks, (vii) perform planning tasks, (viii) approve travel requests and expenses, and (ix) perform workflow tasks. SAP Manager Self-Service User also includes the rights granted under the SAP Application Employee User.

SAP Banking User is a Named User solely authorized to access the specified industry packages for banks. Banking Users are not entitled to access other SAP solutions or solution components.

SAP Retail Store User is a Named User working in Licensee's retail store as an associate who is solely authorized to perform non-managerial retail store / point-of-sale related roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Application Employee User.

SAP Logistics User is a Named User solely authorized to perform following tasks for the applicable licensed Supply Chain Execution Software:

Transportation Management: Looking up a freight contract, tracking a certain shipment and similar activities, update master data (rates, lanes, locations), Transportation request entry, transportation planning on, responding to RFP (request for proposal) for tendering, Event Management (EM) confirmation, charge calculation verification and similar activities.

Warehouse Management: Confirm goods receipts and putaway, goods issues and picking and stock movements including replenishment, and production staging and enter physical inventory counts.

Product and Item Traceability: Viewing a serialized and/or any tracked object on ad hoc basis, such as querying its current or past location or ascertaining product genealogy. User accessing product traceability solutions on an ad hoc basis to report goods movement or view traceability reports.

For Licensee employees, the SAP Logistics User also includes the rights granted under the SAP Application Employee User.

SAP Shop Floor User is a Named User working in Licensee's production facilities who is solely authorized to perform one or more of the following roles supported by the licensed Software: (i) display work instructions, and document activities and operations, (ii) confirm goods receipts, goods issues and stock movements, (iii) enter production order confirmations, (iv) record product or production information, e.g. quality inspection results or plant/process/equipment data, (v) enter production issues and related service requests, and (vi) reporting or dashboarding related to items (i)-(v). SAP Shop Floor also includes the rights granted under the SAP Application Employee User.

SAP Maintenance Worker User is a Named User who is a maintenance worker solely authorized to perform one or more of the following roles supported by the licensed Software (excluding SBOP): (i) confirm maintenance notifications, (ii) enter time confirmations, goods issues, stock movements and completion confirmations into maintenance work orders, (iii) enter service requests and service request entry sheets, and (iv) any maintenance activities related to items (i) – (iii). SAP Maintenance Worker User also includes the rights granted under the SAP Application Employee User.

SAP Engineering User is a Named User that is authorized to access the following data and objects solely via the Access Control Component (ACC) of the licensed SAP Collaborative Product Development Package, excluding in all cases access to any data or objects by or through SBOP portfolio products:

- (i) Engineering-Bill-of-Material and Product Structure Management data;
- (ii) Design Documents related to data under (i) in Document Management System (DMS);
- (iii) the Business Context Viewer; and
- (iv) 3D visualization content.

In the case of individuals who are employees of Licensee, the SAP Engineering User also includes the rights granted under the SAP Application Employee User.

SAP Procurement Self-Service and Collaborator User is a Named User who is authorized to perform the following self-service roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals to: (i) create shopping carts or requisitions, check, receive or collaborate items in a requisition, (ii) request sourcing or contracting support, review and/or approve items for sourcing or contracting other than as a personnel manager, participate in RFX scoring, provide supplier feedback, view reports or search system content, and (iii) upload compliance information or recipe component information. Each SAP Procurement Self-Service User also includes the rights granted under the SAP Application ESS User.

SAP Partner Channel User is a Named User who is an employee of Business Partners who is solely authorized to perform one or more of the following channel management functionalities contained within the licensed Software (excluding SBOP): (i) Channel Marketing, (ii) Channel Sales, (iii) Partner Order Management, (iv) Channel Service, (v) Partner & Channel Analytics, and (vi) Partner Management.

SAP Solution Extension Limited User is a Named User solely authorized to Use one (1) Third Party Solution licensed by SAP. SAP Solution Extension Limited Users are not entitled to access other SAP solutions, solution components, or data stored in such solutions. SAP Solution Extension Limited User can only be licensed to access the following product: "SAP extended ECM by Open Text", SAP Digital Asset Management by Open Text and "SAP Intelligence Analysis for Public Sector by Palantir" and SAP Application Visualization by iRise (including the add-on for SRM, add-on for general SAP solutions).

SAP CRM User is a Named User only authorized to Use (excluding the right to make Modifications and/or Add-ons) CRM Software licensed under the Contract (if any, the "Licensed CRM Software"). An SAP CRM User may extract data from any data source into any Licensed CRM Software and/or push data out of any Licensed CRM Software into any data source provided Licensee has secured an appropriate license for



all such data source(s) and such Use is otherwise in accord with the terms of the Contract. An additional SAP Named User License will not be required solely for the one-way extraction of data into Licensed CRM Software where the data source is Software (other than Licensed CRM Software) and/or third party software licensed under the Contract.

SAP CRM Rapid Deployment Edition User is a Named User solely authorized to (i) access the SAP CRM Rapid Deployment Edition and (ii) perform SAP ERP order-status checks through SAP CRM. Access to other SAP software requires a SAP Application Business Expert User, a SAP Application Professional User or a SAP Application Limited Professional User license. The rights granted to a SAP CRM Rapid Deployment Edition User are included in the existing SAP Application Business Expert User, SAP Application Professional User and SAP Application Limited Professional User. The SAP CRM Rapid Deployment Edition User also includes the rights granted under the SAP Application Employee User.

SAP NetWeaver Gateway User is a Named User who is authorized to Use licensed Software from the SAP Business Suite portfolio solely through a separate application that indirectly accesses the licensed Software via SAP NetWeaver Gateway. Service calls through SAP NetWeaver Gateway may use stateless protocols only. A stateless protocol is one that treats each request for information as an independent transaction that is unrelated to any previous request so that the communication consists of independent pairs of requests and responses.

SAP Platform Advanced User is a Named User who is authorized to Use licensed Software solely through a separate application: A) that (i) adds any new, independent functional components for business processes not contained by the SAP Software, (ii) is developed using a licensed SAP technology, and (iii) connects to and/or communicates through published SAP application program interfaces; and B) which shall in no case (i) enable the bypassing or circumventing of any of the restrictions set forth in the Contract, (ii) provide Licensee with access to any Software to which Licensee is not licensed, and/or (iii) permit mass data or metadata extraction from SAP Software to non-SAP software for the purpose of creating a new system of record for that data or metadata. The SAP Platform Advanced User also includes the rights granted under the SAP Platform Standard User and SAP Platform Extended User.

SAP Platform Extended User is a Named User who is authorized to Use licensed Software solely through, and to the extent enabled by, one or more applications that (i) have been certified by SAP's Integration and Certification Center as a platform user compliant solution ("PULCS") for SAP Platform Extended Users (a list of then current PULCS applications certified for SAP Platform Extended Users can be found at "https://ecohub.sdn.sap.com/irh/ecohub/pul_compliant" (including any successor site(s) as made known by SAP from time to time, the "PULCS Site")) and (ii) Licensee has first secured all appropriate rights to use such PULCS application(s) from the applicable licensor(s) (i.e., no Software and/or third party software licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s)), shall be considered a PULCS application for purposes of this Named User type, even if such applications are reflected on the PULCS Site).

SAP Platform Standard User is a Named User who is authorized to Use licensed Software solely through, and to the extent enabled by, one or more applications that (i) have been certified by SAP's Integration and Certification Center as a platform user compliant solution ("PULCS") for SAP Platform Standard Users (a list of then current PULCS applications certified for SAP Platform Standard Users can be found at "https://ecohub.sdn.sap.com/irh/ecohub/pul_compliant" (including any successor site(s) as made known by SAP from time to time, the "PULCS Site")) and (ii) Licensee has first secured all appropriate rights to use such PULCS application(s) from the applicable licensor(s) (i.e., no Software and/or third party software licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s)), shall be considered a PULCS application for purposes of this Named User type, even if such application(s) are reflected on the PULCS Site).

SAP NetWeaver Developer User is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of developing and modifying applications (i) that are not licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s) and (ii) for which Licensee has first secured all appropriate rights from any applicable licensor(s). The SAP NetWeaver Developer User also includes the rights granted under the SAP NetWeaver Administration User.

SAP NetWeaver Administrator User is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of administering and managing applications (i) that are not licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s) and (ii) for which Licensee has first secured all appropriate rights from any applicable licensor(s).

SAP Business Suite/ individual SAP solution Developer User is a Named User authorized to access the development tools provided with the licensed Software for the purpose of making Modifications and/or Add-ons to the licensed Software and also includes the rights granted under the SAP NetWeaver Developer User and SAP Business Suite Employee User.

SAP Business Suite / individual SAP solution Business Expert User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) and also includes the rights granted under the SAP Business Suite Professional User

SAP Business Suite / individual SAP solution Professional User is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Business Suite/ individual SAP solution Limited Professional User.

SAP Business Suite / individual SAP solution Limited Professional User is a Named User authorized to perform limited operational roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Business Suite Business Information User. The license agreement has to define in detail the limited use rights being performed by such Limited Professional User.

SAP Business Suite / individual SAP solution Business Information User is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, and reports created through Use of the licensed Software by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals. Each SAP Business Suite Business Information User also includes the rights granted under the SAP Business Suite Employee User.