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AN ORDINANCE 2010-02-04-0086

AUTHORIZING THE CITY TO UTILIZE THE GSA ADVANTAGE COOPERATIVE CONTRACT WITH SAP PUBLIC SERVICES INC., TO PROVIDE IMPLEMENTATION SERVICES TO DEPLOY SAP'S PROCUREMENT FOR PUBLIC SECTOR (PPS) SOLUTION FOR UP TO $2,675,703.00, FUNDED THROUGH THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT'S ADOPTED CAPITAL BUDGETS.

* * * * *

WHEREAS, On March 19, 2009, the City Council passed Ordinance 2009-03-19-0199, which approved the purchase of SAP Public Budget Formulation and Procurement for Public Sector modules to enhance the current SAP software and system; and

WHEREAS, the integration of an e-Procurement solution would allow for additional functionality of the existing system by adding electronic catalogs, vendor portal, contract management, electronic bid submission and enhanced reporting and spend analysis; and

WHEREAS, a GSA Advantage cooperative contract allows for the procurement of this solution through the GSA; and

WHEREAS, by deploying this solution, the City will further leverage its investment in the SAP platform by providing improved analytics and a more efficient procurement platform for both the City and its vendors; **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 $2,675,703.00, to provide the City with implementation services to deploy SAP's PPS solution, is hereby approved. The City Manager or her designee is hereby authorized to execute a contract with SAP Public Services, Inc. A copy of the GSA Advantage cooperative contract, the bid tab, and the contract with the City of San Antonio in substantially similar form to the final contract are attached hereto and are incorporated by reference as Attachment 1. The contract in final form must be executed by all parties within 90 days of signing of this Ordinance; otherwise, the contact must be considered through a subsequent ordinance.

SECTION 2: The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00034, 2010 Public Budget Formulation, shall be reduced by decreasing the SAP WBS Element 09-00034-04-01 entitled Software, SAP GL account 5304075, by the amount of $693,010.00.

SECTION 3: The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00034, 2010 Public Budget Formulation, shall be revised by decreasing SAP WBS element 09-00034-90-01 entitled Transfer from I/O# 390000001084, SAP GL account 6101100, by the amount of $578,776.00.

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#7

SECTION 4: The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00034, 2010 Public Budget Formulation, shall be revised by decreasing SAP WBS element 09-00034-90-02 entitled Transfer from TN-20100-01-01-15, SAP GL account 6101100, by the amount of $114,234.00.

SECTION 5: The amount of $578,776.00 is reverted in SAP Fund 74001000, Information Services Fund, Functional Area 900101000001, SAP Internal Order # 390000001084, SAP GL account 6102100 – Interfund Transfer out entitled From 74001000 to 09-00034-90-01. The amount of $578,776.00 is authorized to be transferred from SAP Fund 43099000.

SECTION 6: The amount of $114,234.00 is reverted in SAP Fund 43904031, 2010 Tax Notes: ITSD, Functional Area TN4390403100, SAP WBS TN-20100-01-01-15, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 09-00034-90-02. The amount of $114,234.00 is authorized to be transferred from SAP Fund 43099000.

SECTION 7: The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00035, 2010 e-Procurement, shall be reduced by decreasing the SAP WBS Elements as follows:

WBS NO.	WBS NAME	G/L	G/L NAME	CURRENT PLAN VERSION 0 (Optional)	PLAN VERSION 0 REVISION/ Appropriation	REVISED PLAN VERSION 0 (Optional)
09-00035-04-03	Training	5201025	Education - Classes	$5,000.00	-$5,000.00	$0.00
09-00035-04-01	Software	5304075	Computer Software	$175,000.00	-$175,000.00	$0.00
09-00035-05-04	Construction Capital Admin Cost	5402010	Capital Program Admin Cost	$2,500.00	-$2,500.00	$0.00
09-00035-04-02	Hardware	5501000	Computer Equip < 5000	$29,247.00	-$29,247.00	$0.00
			TOTALS	$211,747.00	-$211,747.00	$0.00

SECTION 8: The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00035, 2010 e-Procurement, shall be revised by decreasing SAP WBS element 09-00035-90-01 entitled Transfer from I/O# 390000001085, SAP GL account 6101100, by the amount of $70,582.00.

SECTION 9: The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00035, 2010 e-Procurement, shall be revised by decreasing SAP WBS element 09-00035-90-02 entitled Transfer from TN-20100-01-01-16, SAP GL account 6101100, by the amount of $141,165.00.

SECTION 10: The amount of $70,582.00 is reverted in SAP Fund 74001000, Information Services Fund, Functional Area 900101000001, SAP Internal Order # 390000001085, SAP GL account 6102100 – Interfund Transfer out entitled From 74001000 to 09-00035-90-01. The amount of $70,582.00 is authorized to be transferred from SAP Fund 43099000.

SECTION 11: The amount of 141,165.00 is reverted in SAP Fund 43904031, 2010 Tax Notes: ITSD, Functional Area TN4390403100, SAP WBS TN-20100-01-01-16, SAP GL account

6102100 – Interfund Transfer out entitled Transfer to 09-00035-90-02. The amount of 141,165.00 is authorized to be transferred from SAP Fund 43099000.

SECTION 12: The amount of $649,358.00 is appropriated in SAP Fund 74001000, Information Services Fund, Functional Area 900101000001, SAP Internal Order # 390000001140, SAP GL account 6102100 – Interfund Transfer out entitled From 74001000 to 09-00012-90-02. The amount of $649,358.00 is authorized to be transferred to SAP Fund 43099000.

SECTION 13: The amount of $255,399.00 is appropriated in SAP Fund 43904031, 2010 Tax Notes: ITSD, Functional Area TN4390403100, SAP WBS TN-20100-01-01-19, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 09-00012-90-03.The amount of $255,399.00 is authorized to be transferred to SAP Fund 43099000.

SECTION 14: The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00012, E-Procurement Application, shall be revised by increasing SAP WBS element 09-00012-90-02 entitled Transfer from I/O# 390000001140, SAP GL account 6101100 – Interfund Transfer In, by the amount $649,358.00.

SECTION 15: The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00012, E-Procurement Application, shall be revised by increasing SAP WBS element 09-00012-90-03 entitled Transfer from TN-20100-01-01-19, SAP GL account 6101100 – Interfund Transfer In, by the amount $255,399.00.

SECTION 16: The amount of $904.757.00 is appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00012, E-Procurement Application, and the budget shall be revised by increasing\decreasing the SAP WBS Elements as follows:

WBS NO.	WBS NAME	G/L	G/L NAME	CURRENT PLAN VERSION 0 (Optional)	PLAN VERSION 0 REVISION/ Appropriation	REVISED PLAN VERSION 0 (Optional)
09-00012-03-01	Temporary Labor Services	5201040	Fees to Professional Contractors	$435,937.44	-$5,937.44	$430,000.00
09-00012-04-01	Software	5304075	Computer Software	$1,904,016.06	$904,757.00	$2,808,773.06
09-00012-05-04	Construction Capital Admin Cost	5402010	Capital Program Admin Cost	$46.50	$5,937.44	$5,983.94
			TOTALS	$2,340,000.00	$904,757.00	$3,244,757.00

SECTION 17: Payment not to exceed the amount of $2,675,703.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00012, E-Procurement Application, is authorized to be encumbered and made payable to SAP Public Services, Inc. for implementation services.

SECTION 18: The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund

JK
2/4/10
#7

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 19: This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the fourteenth day of February, 2010.

PASSED and APPROVED this 4th day of February, 2010.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

For

Michael D. Bernard, City Attorney

Agenda Item:	**7 (in consent vote: 7, 8, 9, 10, 11, 12A, 13, 14, 16, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 17J, 17K, 17L, 17M, 17N)**
Date:	02/04/2010
Time:	01:58:11 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the City to utilize the GSA Advantage cooperative contract with SAP Public Services Inc. to provide implementation services to deploy SAP's Procurement for Public Sector (PPS) solution for up to $2,675,703.00, funded through the Information Technology Services Department's adopted Capital Budgets. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5	x					
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8	x					
Elisa Chan	District 9		x				x
John G. Clamp	District 10		x				

City of San Antonio Bid Tabulation

Opened:	December 15, 2009		
For:	Implementation Services for Procurement Public Sector Solution (e-Procurement)		**GSA**
10-017		LS	SAP Public Services, Inc. 1300 Pennsylvania Avenue, Suite 600 Washington, DC 20004-3012 203-312-3500
Item	**Description**		
I	Implementation Services Price Total		$2,675,703.00
	Estimated Total		$2,675,703.00
	Estimated Total Award		**$2,675,703.00**

ATTACHMENT 1

Created on 1/28/2010

CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

Issued By LS; CITY CONTRACT NO. 10-017-LS **Date Issued: January 15, 2010**
COOPERATIVE CONTRACT NO.: GS-35F-0406V
PROCURING ENTITY/COOPERATIVE: GSA

TERMS & CONDITIONS FOR CONTRACT FOR IMPLEMENTATION SERVICES OF PROCUREMENT PUBLIC SECTOR SOLUTION (E-PROCUREMENT)

Contract Documents: The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

a. Exhibit A – All applicable terms and conditions of Contract # GS-35F-0406V, between SAP Public Services, Inc. and the General Services Administration (GSA) procured by GSA and made available to local government entities. Competitive bidding is not required when the City purchases goods or services made available through a Federal supply schedule of the United States General Services Administration. Texas Local Government Code § 271.103.

b. Section I General Terms and Conditions Document, and;

c. Any Purchase Orders and Work Orders issued hereunder by the City of San Antonio ("City").

Should a conflict arise among the provisions of the contract documents, Exhibit A shall govern over these Terms and Conditions Document and any Purchase Order and Work Order issued hereunder unless otherwise specifically provided herein.
The City's Purchasing and General Services Department is willing to assist any vendor(s) in the interpretation of this Terms and Conditions Document. Assistance may be received by visiting the Purchasing Office at 111 Soledad, 11th Floor, San Antonio, Texas 78205, or by calling (210) 207-7260.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Vendor to fully comply with the contract for the amount(s) shown on the accompanying Price Schedule. A signature below indicates that the Vendor has read the entire document, which is incorporated herein, and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

_____
Signature of Person Authorized to Sign Offer

City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

FOR CITY USE ONLY **AWARD**

Items Accepted:	**Ordinance No:**	**Date:**	**Amount:**

Approved: _____ **CITY OF SAN ANTONIO**

Please complete the following:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)
Please check the following blanks which apply to your company:
Ownership of firm (51% or more):
___Non-minority ____Hispanic ___African-American ____Other Minority (specify) _____
___Female Owned ___Handicapped Owned ___Small Business (less than $1 million annual receipts or 100 employees)
Indicate Status: ___Partnership ___Corporation ____Sole Proprietorship ____Other (specify) _____
Tax Identification Number:_____

I. GENERAL TERMS AND CONDITIONS

1. **INDEMNIFICATION**

Subject to the terms and conditions of this Agreement, SAP (the "Indemnifying Party") shall defend and indemnify The City and its elected officials, employees, officers and directors (the "Indemnified Party") against all damages for personal bodily injury, wrongful death or physical damage to real or tangible personal property proximately caused by the negligent act or omission of the Indemnifying Party or a person employed by the Indemnifying Party acting within the scope of his/her employment in the performance of Services under this Agreement. SAP's indemnification obligations to the other party under this Section shall be subject to the following conditions: (i) the Indemnified Party gives the Indemnifying Party prompt written notice of the claim (although failure to give such notice shall not relieve the Indemnifying Party of its indemnification obligations hereunder); (ii) the Indemnifying Party has sole control of the defense and settlement of the claim (including selection of counsel) and (iii) the Indemnified Party gives the Indemnifying Party information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the Indemnified Party makes any defenses available to it available to the Indemnifying Party. The Indemnifying Party's indemnity obligation under this Section shall be reduced to the extent by which the liability, damage, or expense results from the willful misconduct or the negligent act or omission of an employee(s) of the Indemnified Party, or a third party(ies).

2. Venue. **Venue of any court action brought directly or indirectly by reason of this contract shall be in the Federal or State Courts within Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

3. Insurance.

3.1 Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required Certificate(s) of Insurance to the City's Purchasing and General Services Department, which shall be clearly labeled "Implementation Services of Public Sector Solution" in the Description of Operations block of the Certificate. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) must have broker's signature, including the phone number, and be mailed directly to the City. The City shall have no duty to pay or perform under this Agreement until such certificate have been received and approved by the City's Purchasing and General Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

3.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

3.3 A Vendor's financial integrity is of interest to the City; Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Products/completed operations c. Personal Injury d. Contractual Liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage.
5. Professional Liability (Claims Made Form acceptable)	$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

3.4 As they apply to the limits and conditions required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto so that compliance with these requirements may be evidenced.

3.5 Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

1. Include the City, its officers, officials, employees, and elected representatives as additional insured, as respects operations and activities of the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability polices;
2. Policies specified in 3 and 4 above shall contain a cross liability and severability of interest clause;
3. Workers' compensation, employers' liability, and general liability policies will provide a waiver of subrogation in favor of the City.
4. Shall endeavor to provide thirty (30) calendar days advance written notice directly to City of any cancellation of coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

3.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

3.7 In addition to any other remedies the City may have upon Vendor's failure to maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work

hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

3.8 Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's performance of the work covered under this Agreement.

3.9 It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

3.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

II. STATEMENT OF WORK

Attachment
to
Purchase Order No. _____ ("GSA Order")
between
SAP Public Services, Inc. ("SAP")
and
The City of San Antonio ("COSA")
Under
SAP Public Services GSA Schedule Contract No. GS-35F-0406V ("Contract")

Project Name: SRM Implementation ("Project")

This Statement of Work and the terms and conditions of the Agreement, having an Effective Date of _____, describes the Services to be provided to COSA in support of the Project, as authorized by COSA by signing these terms and conditions.

1. Project Approach

COSA requires SAP consulting Services for the duration of the Project. The SAP Consultant(s) assigned to this Project will assist in the implementation of the SAP Software and assist COSA in gaining a better understanding of the SAP Software applications.

COSA is owner of the Project and is responsible for and controls the implementation, scope, costs, resources and targeted solutions. The scope of the Project is set forth in the attached Exhibit 1, which is incorporated herein by reference. Exhibit 1 also includes certain Responsibilities and Assumptions and associated delivery dates that are the responsibility of COSA and SAP. In addition to the tasks specified in Exhibit 1 hereto, COSA agrees to provide appropriate Project resources, including but not limited to equipment, data, information, workspace and appropriate and cooperative personnel, to facilitate the performance of the Services. COSA shall designate a Project Manager to work with the SAP Consultant(s) to facilitate the provision of the Services. It is mutually understood that business requirements, resources and dates may change.

COSA is responsible for revising the estimated Project plans and requesting changes to the requirements for SAP Services. The SAP Consultant(s) will assist in planning the Project, selecting resources and quality checking the activities and progress.

The Project is estimated to start on _____, 2010 and has a projected completion date of _____, 2010. The Consultants will work on the Project during this time, and provide support as specified by COSA. COSA agrees to provide SAP at least fourteen (14) days prior written notice of a request to withdraw the Services of any assigned Consultant when such withdrawal is less than the Estimated Duration (listed in Section 3 of this Statement of Work).

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Exhibit 1. Should COSA fail to fulfill those that are applicable to COSA, the estimated fees, timeline and scope are all subject to change.

3. Assigned SAP Consultants and Estimated Fees

SAP will support the Project by providing Consultant(s) to be located at designated U.S. COSA facilities. SAP agrees that individuals will be named as permanent consultants for the life of this project. These individual may not be reassigned from this project without the express written permission of COSA. COSA agrees and understands that the assigned SAP Consultant(s) will occasionally perform Services on the Project from a remote location. The Consultant type(s) currently assigned to COSA to work on this Project is:

Project Role	Hourly Rate	Number of Hrs.	Total Labor Cost
Project Manager	$289.75	992	$287,432.00
SRM Lead	$289.75	1536	$445,056.00
OCM	$247.00	408	$100,776.00
Senior Technical Consultants			
MDM/Catalog Lead	$247.00	1032	$254,904.00
Developer	$204.25	520	$106,210.00
Basis Lead	$247.00	288	$71,136.00
Document Builder Lead	$247.00	1280	$316,160.00
Portal Lead	$120.00	624	$74,880.00
Senior Subject Matter Experts/Business Consultants			
BI/BW Consultant	$90.00	592	$53,280.00
XI/Processor Lead	$120.00	512	$61,440.00
Security Lead	$204.25	760	$155,230.00
Workflow Lead	$90.00	504	$45,360.00
Training Consultant	$204.25	640	$130,720.00
Total *** Travel will be reimbursed at the current GSA rate.**			$2,102,584.00

The prices herein are based upon a 40-hour work week for core Project team members, including those from COSA. However, a Project of this nature may have "peak" periods where the Project team will be expected to work outside normal business hours. Should the parties enter into a change order for additional services performed during the period of performance for this SOW the K-rates established in the table above will apply. Other COSA projects that are currently underway or may start during this Project will not utilize the resources, facilities, or technical infrastructure required for this Project. COSA will continue to be responsible for the existing system without having a negative impact on the Project.

4. Compensation of SAP

The Services provided by SAP will be invoiced monthly, on an hourly basis. All Inclusive Rates are based on a minimum 40 hour work week. Remote hourly rates plus actual expenses shall be used for work weeks totaling less than 40 hours for individual consultants. The invoice will include a summary of the hours charged by Consultant, and all applicable expenses. SAP may issue separate invoices for time and related expenses.

The City of San Antonio (COSA) shall have no obligation to pay Services fees in excess of, nor shall SAP have any obligation to provide Services for which the Service fees would be in excess of, the funded amount specified above, unless the parties have mutually agreed in writing to increase such amount(s) via an amendment, modification, or change order to this Statement.

Further, the parties agree that, within thirty (30) days of completion of the Blueprint phase of the Project, COSA may request that SAP provide COSA with SAP's pricing and other terms and conditions for completion of the remaining phases of the Project on a firm fixed price ("FFP") basis. In the event COSA elects for SAP to complete the Project based on such FFP pricing and terms and conditions, then this SOW shall be amended in writing, as mutually agreed upon and executed by the parties, to include such FFP pricing and terms and conditions for the remaining phases of the Project.

While it is understood that this SOW covers the entire Project, this SOW may be terminated by the COSA by written notice delivered to SAP prior to the anticipated end date for each Project phase. Upon any such termination, COSA will pay SAP for

Services performed and expenses incurred through the date of termination set forth in the notice described in the preceding sentence and per the Agreement.

All payments will be subject to the Texas Prompt Payment Laws, Texas Government Code, Chapter 2251.

Any invoice discrepancies and/or disputes will be documented by COSA and forwarded to SAP within 14 days of the receipt of the invoice.

SAP contact for invoice questions: Jim Rodriguez, j.rodriguez@sap.com, 281-787-1354

SAP will mail invoices monthly to the following COSA billing address:
City of San Antonio
Attn: Jill Davidson, Purchasing Operations Administrator
PO Box 839966
San Antonio, TX 78283-3966

Notwithstanding anything to the contrary, COSA acknowledges and agrees that: 1) it must provide SAP a valid purchase order for the Services contemplated under this SOW, and SAP shall have no obligation to commence any Services hereunder until it receives such purchase order; 2) such purchase order shall be governed by the terms of the Agreement; and 3) should SAP, in its sole discretion, elect to commence Services hereunder in advance of its receipt of a purchase order, the same shall not operate as a waiver of any of SAP's rights (including, without limitation, SAP's right to stop its performance of the Services at any time during the period where the purchase order remains outstanding).

COSA contact for payment questions: Jill Davidson, jill.davidson@sanantonio.gov, 210-207-5203

5. Solicit

As used in this Paragraph "employment" includes a position as an employee or as an independent contractor. During the term of this Agreement and for a period of one (1) year following its termination:

(a) The City will not directly solicit an employee of SAP, who has provided services related to this Agreement, for employment with the City in a role or department related to the software or services provided by this Agreement;

(b) SAP will not directly solicit an employee of the City, who has provided services related to this Agreement, for employment with SAP in a role or department related to services provided by this Agreement;

This Paragraph does not apply to an employee who was involuntarily terminated or to an employee who independently responds to a solicitation to the public in general, such as a classified ad or job posting on the internet.

6. Changes

Any change to this Statement of Work shall be subject to mutual written agreement of the parties and shall be made in accordance with Exhibit 2 hereto, Change Order, which is hereby incorporated by reference. SAP shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

Exhibit 1 = Project Definition
Exhibit 2 = Change Order Procedure

Exhibit 1

Project Definition

This Exhibit 1 to the Statement of Work addresses the Implementation Consulting Services required of the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this Statement of Work and that any such material change requested by COSA or as a result of COSA's inability to provide agreed upon resources and to perform its other responsibilities set forth herein or the result of COSA errors or omissions may result in a Change Order in accordance with the Change Order Procedure as defined in Exhibit 2.

COSA is responsible for requesting changes to the requirements for Services. The SAP Project Manager will assist in planning the Project, selecting resources, and quality checking the activities and progress. It is understood by SAP and COSA that any material changes to scope, will be addressed through a formal change order process. Material changes are those which specifically will impact budget, scope, timeline or resources.

1.0 Enterprise Scope

Section 1.4 defines the enterprise scope for the Project.

1.1 Organizational Scope

North America organizational units are the single country considered for the Project

1.2 Languages / Currencies

English is the language and the US Dollar is the single currency considered for the Project

1.3 Business Scenarios / Processes

The following are Business Scenarios and Process Areas that, at a minimum, will be considered in the Business Blueprint and Realization stages. The Business Process Areas identified herein may not be all inclusive and, therefore, may be modified to reflect any additional information gathered during the Blueprint stage. The assumptions, upon which these Business Process Areas are based, as well as any significant sub processes associated with the identified Business Process Areas, are as follows;

Process Areas:

- Supplier Self Service
- Self Service Procurement
- Catalog Management using SRM MDM Catalog
- Strategic Sourcing
- Contract Management
- Supplier Collaboration
- Document Builder

Assumptions:

The following list of assumptions was developed based upon our understanding of the project requirements, the proposed project scope, the proposed project staff estimate and the proposed pricing estimate included in our proposal. These assumptions will be thoroughly reviewed with COSA during the development of the SOW.

The implementation of SAP EhP4 for SAP ERP and EhP1 for SAP Netweaver by COSA is required prior to project start. This will require 4 weeks of regression testing by COSA employees and will need to be discussed in regards to the start date of the project.

The technical landscape assessment requested by COSA and to be conducted by SAP must be completed prior to project start. Recommendations made by SAP after the assessment must be accepted by COSA.

The Extended Classic Scenario (ECS) is required for the implementation of Document Builder. When ECS is activated, Supplier Self Service (SUS) Goods Receipt and Invoicing functionality do not work properly. In order to return to standard SUS functionality, a consulting note must be applied by SAP. Please refer to the following OSS Notes: 543544, 700350, 1028264.

SAP requires that all POs under the new system be limited to 500 line items or less due to performance considerations.

No master data clean-up effort will be supported.

Change management and training are the joint responsibility of COSA and SAP.

Supplier relationships are directed and the responsibility of COSA.

Project leads, for SAP and COSA are allocated as stated within the staffing model.

COSA Business Representatives and Subject Matter Experts (SMEs) should be available throughout the project.

Strong COSA executive sponsorship with the establishment of a formal Steering Committee is required. SAP management participation will be included on the committee.

Global Blueprint is to be done from COSA's offices.

Detailed To-Be procurement processes will be mapped as a part of the Blueprinting effort.

Fit gap analysis will be completed and gap resolution may warrant an addendum to this effort.

Standard 3 instance system landscape will be implemented. COSA also supports a sandbox environment.

The system will be built to the design for the final solution with a focus on standardized business processes.

A system test will be managed by SAP and executed by COSA's employees.

There will be multiple cycles of system integration testing.

User acceptance testing will occur throughout this phase with formal signoff for completion.

SAP will provide support for initial go-live with COSA providing on-going support. This will be further defined in the SOW.

Vendor adoption program will be coordinated by COSA.

SAP will assist COSA in the development of workflow as COSA will lead the development effort. During the Blueprint Phase of the project, workflow complexity will be analyzed and reviewed with COSA. Recommendation for any adjustments will be made at this time.

SAP consulting resources will be responsible for and will endeavor to maximize knowledge transfer with the core COSA project team to include configuration documentation, Basis, and technical scope items.

COSA will provide skilled resources as outlined above, dedicated as necessary from the start of the project.

This is an estimate based on the SAP SRM as outlined in the Exhibit 1 and further detailed in the Business Blueprint. Changes to the scope and requirements could increase or decrease the projected implementation hours.

Key users including management will be available on a timely basis to participate in the playback of the business processes and resolving of any issues.

SAP will validate cost estimates and associated assumptions through further discussions. This will enable us to provide a more accurate and tailored estimate based on COSA's unique requirements.

SAP's ability to construct high-quality work products with the identified resource estimates is dependent on COSA-dependent factors, such as system development and configuration. Likewise, the ability of SAP to complete the project deliverables on time is dependent on COSA's-dependent schedules; therefore, any schedule changes by COSA will result in a corresponding change of the deadline by which associated work products will be due. SAP will notify COSA of potential schedule changes when they become apparent.

A member of SAP's team will be allowed to attend appropriate project team meetings to stay abreast of the system status, changes, and issues. This will help ensure that project scope changes, unexpected costs, delays, and schedule changes are avoided.

COSA subject matter experts (SMEs), who will be identified during the kickoff meeting, will be accessible throughout the project to ensure timely execution of tasks. The COSA Project Manager will have the requisite authority to make content and format decisions for materials within their area of responsibility.

The success of the project is largely dependent on COSA providing access to key employees, conducting rapid technical reviews, and granting approvals of draft materials. COSA and SAP will agree on turnaround requirements during the project's analysis phase.

COSA expects SAP to challenge its processes and design decisions with respect to alignment with SRM best practices. In this context, SAP Consulting will need direct access to the Purchasing and General Services Director, key process owners and relevant subject matter experts. SAP will participate in project governance and steering committee level decisions.

All materials will be developed in English.

Policy decisions will be made within strict turn around guidelines normally within 2-3 business days; otherwise the project timeline may be affected.

No modifications will be made to the SAP source code and data dictionary; it is assumed that SAP SRM standard functionality will meet all requirements for this project unless otherwise specified.

The project will follow the ASAP methodology and utilize project accelerators whenever possible. Information on ASAP is included with this estimate.

Additional SAP SRM/PPS scope will be determined during development of the SOW.

Any data cleanup in legacy systems is wholly the responsibility of COSA.

The hardware planning, procurement and build to support SAP SRM will be completed prior to the project start of the SAP SRM functional implementation and must be adequate to support through the production environment; Build only has to be completed for the sandbox environment prior to the start of the project

Appropriate infrastructure and authorizations will be in place prior to the project start to support the project teams; (workstations, printers, printers, access to SAP systems, working facilities such as a "war room" or "team room", security badges)

Appropriate office and work areas available including access to:
- Internet
- Telephone
- Office Supplies

An X.25 or frame relay line will be installed to SAP's support facility to allow access to SAP's Online Support Services (Hotline, Remote Consulting, etc.)

COSA is responsible for providing Catalog Content Management in order to maintain project schedule integrity.

1.4 Functional Scope

The functional areas and associated activities listed below are proposed as "in scope" for the purposes of this proposal.

Supplier Self-Service

- Supplier registration
- Supplier application (gather company information, commodity codes, MWBE information, and update company information
- Supplier collaboration (supplier view purchase orders and confirm, supplier view payment information)

Self-Service Procurement

- Create shopping carts
- Use of internal and external catalogs
- Workflow approvals
- Create purchase orders (automatic and manual creation)
- Services procurement

Catalog Management

- Internal catalog (warehouse, furniture, technology, etc.)
- External catalog
- Catalog creation
- Catalog maintenance (periodic pricing updates, URL updates for punch outs, etc.)

Strategic Sourcing

- Bid invitation
- RFQ/RFP
- Bid evaluation
- Reverse auctioning
- Materials Master

Contract Management

- Contract creation
- Contract negotiation
- Contract review/approval
- Contract monitoring

Supplier Collaboration

- Supplier view and respond to bids, RFP and RFQ

Document Builder

- Included in the Operational Procurement, Public Tendering, and Contract Mgmt and Administration Scenarios
- Ability to create and store legal clauses, terms, conditions, and related business rules for applying them to documents
- Data elements in clauses, with fill-in capability
- Output in Adobe PDF, XML and MS WORD format
- Incorporates SAP SRM line item, header, business partner, and other data

1.5 Development Scope

No Modifications will be made under this SOW

- Any data cleansing or data cleanup is wholly the responsibility of COSA.
- Any changes in this area will be reviewed and approved under the change control process.

1.6 Technical Scope

- Standard three (3) instance system landscapes provided

1.7 Out of Scope Areas

In the event COSA requires Services on any areas not outlined in the Functional Scope section 1.4, SAP could provide such Services as Additional Services through a separate Statement of Work.

2.0 Project Approach and Responsibilities

Each party will be responsible for producing the following project work products as defined by the project implementation methodology. The work products are defined below.

As used below, "R" means Primary Responsibility, and "C" means Contributing Responsibility.

Project Preparation

The purpose of the Project Preparation Phase is to provide initial planning and preparation for the SRM Project.

SRM Project Work Product	Work Product Type	SAP	COSA

SRM Project Work Product	Work Product Type	SAP	COSA
Project Charter: The Project Charter defines the objectives of the SRM project.	Written Work Product	R	C
Scope Statement: The Scope Statement provides an understanding of the SRM project scope and associated SRM project-related assumptions and constraints. The SRM project scope statement defines the work products of the SRM project.	Written Work Product	R	C
Project Management Plan: the project management plan is a collection of documents defining project management processes including: change control, issue management, scope management, time management, cost management, quality management, human resource management, communications management (status reporting), risk management, and SRM project standards.	Written Work Product	R	C
Initial Project Work Plan: The detailed project work plan defines the phases of the SRM project, tasks to be performed, and resources and associated time commitments that are required for the SRM project. The schedule includes the following components: • Work products and tasks for the current phase • Estimated effort (work) and duration • Task dependencies (such as predecessors and successors) • Scheduled start and finish dates for each task, based on dependencies • Task constraints (such as must start on date, must finish on date, and so on) • Resources assigned to each task • High-level schedule for subsequent phases	Written Work Product	R	C
Project Organization Chart: The project organization chart is a pictorial view of each role on the project showing the interrelationships of roles in terms of authority and responsibility. Actual names will be included for all known staff who will fill the roles. Vacant roles will be indicated as such.	Written Work Product	R	C
Organizational Change Management Strategy: The organization change management strategy defines the approach for sponsorship engagement, organizational alignment, stakeholder communications, and SRM project team effectiveness.	Written Work Product	C	R
Project Team Training Plan: The project team training plan lists the SRM project team members and maps out the SAP training courses that COSA's SRM project team members need to take.	Written Work Product	C	R
Technical Requirements and Design: The technical requirements and design includes the following: • Defining the solution landscape, describing relevant technical systems in diagrammatic and textual form and determining when they are to be deployed. • Completing the Quicksizer Project tool to provide to the hardware vendor to determine hardware sizing based on business and technical requirements.	Written Work Product	R	C
Sandbox Environment Built: Completed build of the sandbox environment to provide an area for prototyping during the Business Blueprint Phase.	System Work Product	C	R

SRM Project Work Product	Work Product Type	SAP	COSA
SAP Solution Manager Procedures (Blueprint): SAP Solution Manager procedures (Blueprint) provides the procedures and templates required to document Business Blueprint sessions and prepare functional specifications so that the Business Blueprint work product can be produced using SAP Solution Manager.	Written Work Product	R	C

Business Blueprint

The purpose of the Business Blueprint Phase is to create the business blueprint, which is detailed documentation of the results gathered during requirements gathering activities.

SRM Project Work Product	Work Product Type	SAP	COSA
Revised Project Work Plan: The project work plan is updated with detail required to manage the Business Blueprint Phase.	Written Work Product	R	C
Organizational Change Management Plan: The organizational change management plan consolidates the plan for each of the change management activities (sponsorship engagement, organizational alignment, stakeholder communications, and project team effectiveness) in order to synchronize them with the overall SRM project plan.	Written Work Product	C	R
End User Training Strategy: The end user training strategy includes: • Approach for end user training • End user training curriculum • End user training environment requirements • End user training and documentation prototype • List of end user training and documentation tools	Written Work Product	C	R

SRM Project Work Product	Work Product Type	SAP	COSA
Technical and integration design: The technical and integration design includes the following: • The system landscape design, including COSA deployment and transport strategy • The server infrastructure documenting the system design and distribution of information • The system printing infrastructure, documenting the printing environment design and distribution information • The network topology, documenting the overall network infrastructure • The front-end management strategy, documenting the plan to manage presentation software and any hardware on which it runs • The facility strategy and infrastructure, documenting the requirements of the computer facilities • The interface topology, documenting the design of interface infrastructure details • The overall security concept, documenting how the solution will be secured at all levels, from network and database to users and authorizations • The technical rollout plan, documenting the components to be rolled out, their geographic locations, rollout dates, order, and duration • The high-availability strategy, detailing a plan to provide high availability of the implemented solution	Written Work Product	C	R
Development Environment Built: Completed build of the development environment including an area for configuration and application development during the Realization Phase.	System Work Product	C	R
SAP Solution Manager Procedures (Realization): SAP Solution Manager procedures (Realization) provide the procedures and templates required to perform and document configuration using SAP Solution Manager as well as integration testing.	Written Work Product	R	C
System Administration Procedures: System Administration Procedures include the following: • System change request management • Support package procedures • System security procedures • Performance optimization procedures • System maintenance plans, detailing how the systems are maintained and administered according to daily, weekly, monthly, and annual timetables • Backup and recovery procedures • Transport procedures • Database administration procedures	Written Work Product	C	R

SRM Project Work Product	Work Product Type	SAP	COSA
Authorization Requirements and Design: The Authorization Requirements and Design Work Product includes the following: • A user authorization strategy and management procedures detailing the responsibilities and procedures employed for user and authorization administration • An enterprise-wide role matrix detailing roles and their assignments to transactions, reports, menu paths, and organizational levels	Written Work Product	C	R
Conversion Plan The Conversion Plan includes the following: • List of data conversions including automated and manual conversions • Functional specifications for automated conversions	Written Work Product	C	R
Business Blueprint The Business Blueprint includes: • Business Process Requirements • Business Process Flows including work steps mapped to SAP transactions • Functional Specifications for customizations (including Conversions)	Written Work Product	R	C
Approved Customizations List The Approved Customizations List includes the following: • Estimated effort for customizations defined in the Business Blueprint Phase • Relative priority of each customization • Resource plan to develop, design and unit test customizations that fit within the SRM project budget. Testing is to include full range of testing from unit testing to integration testing.	Written Work Product	R	C

Realization Phase

The purpose of the Realization Phase is to implement the business scenario and process requirements based on the results of the Business Blueprint Phase of the SRM project.

SRM Project Work Product	Work Product Type	SAP	COSA
Revised Project Work Plan: The Project Work Plan is updated with detail required to manage the Realization Phase.	Written Work Product	R	C
End User Training Development: End user training development provides the end user training courses along with supporting presentations, exercises, and instructor guides.	Written Work Product		

SRM Project Work Product	Work Product Type	SAP	COSA
Quality Assurance Environment Built: Completed build of the quality assurance environment including an area for integration and parallel testing during the Realization Phase.	System Work Product	C	R
Production Environment Built: Completed infrastructure upgrade of the production environment including portal in preparation of cutover.	System Work Product	C	R
Baseline Configuration: Baseline configuration is the initial phase of configuration and customization for the SRM project. Although this is a system work product, signoff will be submitted for the configuration documentation in SAP Solution Manager.	Written Work Product	R	C
Integration/Parallel Test Plan: The integration/parallel test plan is the list of the business scenarios that will be tested (as defined in the Business Blueprint Phase), the test cases involved including required data and expected results, the responsible parties for testing each case, and the required timeline for each test segment.	Written Work Product	R	C
Final Configuration: Final Configuration is the unit tested configuration and customization for the SRM project. Although this is a system work product, signoff will be submitted for the configuration documentation in SAP Solution Manager.	Written Work Product	C	R
Business Process Procedures: Business Process Procedures are the documentation of the procedures necessary to meet the business processes as defined in the Business Blueprint Phase.	Written Work Product	C	R
Security Roles Developed: security role development is a system Work Product that will be completed upon configuration and documentation of security roles as defined in the Business Blueprint Phase. Signoff will be submitted for the security role documentation in SAP Solution Manager.	Written Work Product	R	C
Completed Application Development: The completion of application development to include reports, workflows, Forms, interfaces, enhancements, BADI's and conversions as described in Section 2.4 of Exhibit 1. Signoff will be submitted for completed unit test plans.	Written Work Product	R	C
Completed Integration/Parallel Test: Integration testing will be conducted by COSA and supported by SAP. Documentation of integration/parallel test results will be submitted for this work product.	Written Work Product	C	R

Final Preparation Phase

The purpose of the Final Preparation Phase is to complete the final preparation activities (including system tests, end-user training, system management, and cutover tasks).

SRM Project Work Product	Work Product Type	SAP	COSA
Revised Project Work Plan: The project work plan is updated with detail required to manage the Final Preparation Phase.	Written Work Product	R	C

SRM Project Work Product	Work Product Type	SAP	COSA
Trained End Users: This milestone marks the completion of end user training. It will consist of the list of training attendees and certification results.	Milestone	C	R
End-User Security Setup: End user security setup is a system work product consisting of creating and communicating user ID's to end users who have successfully completed training.	System Work Product	C	R
Completed Performance Test: The performance test simulates end user and batch load on the various components of the system. The results are documented, adjustments are made, and the test is repeated until the resulting performance is acceptable to the business.	Written Work Product	C	R
Completed User Acceptance Test: User acceptance testing will be conducted by a subset of COSA end users and supported by the project team. Documentation of user acceptance test results will be submitted for this work product.	Written Work Product	C	R
Cutover Plan: The cutover plan consists of a detailed set of tasks to be executed during the cutover to live operations including the expected timeframe, dependencies, and assigned resource for each task.	Written Work Product	R	C
Production Support Procedures: Production support procedures include operating procedures for COSA's user support organization, help desk and issue resolution process, monitoring strategy for key performance indicators, and change management process.	Written Work Product	R	C

Go-Live and Support Phase

The purpose of the Go Live and Support Phase is to cut over to live productive operation.

SRM Project Work Product	Work Product Type	SAP	COSA
Revised Project Work Plan: The project work plan is updated with detail required to manage the Go-Live and Support Phase.	Written Work Product	R	C
Production Cutover: Production cutover is a system work product marking the initial live operations. The work product consists of the results of execution of the cutover plan.	System Work Product	C	R
Post Go-Live Support Month 1: Post go-live support month 1 is a milestone marking completion of the first month of live operations.	Milestone	R	C

The SAP staffing estimate to support this project is outlined below by ASAP phase and role:

		Project Preparation	Business Blueprint		Realization			Final Preparation		Go-Live & Support	
Team	**Role**	**Month 1**	**Month 2**	**Month 3**	**Month 4**	**Month 5**	**Month 6**	**Month 7**	**Month 8**	**Month 9**	**Months**
PM	Project Manager	1.00	1.00	1.00	0.50	0.50	0.50	0.50	0.50	0.50	6.00
MM	SRM Lead	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	9.00
MM	MDM/Catalog Lead			1.00	1.00	1.00	1.00	1.00	0.50	0.50	6.00
Tech	Basis Lead		1.00	0.50	0.25						1.75
MM	Document Builder Lead		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	8.00
Tech	Portal Lead			1.00	1.00	0.50	0.50	0.25	0.25	0.25	3.75
PM	OCM/QA	1.00	1.00	0.50							2.50
Tech	BI/BW Consultant			1.00	1.00	0.50	0.25	0.25			3.00
Tech	PI-Processor Lead					1.00	1.00	0.50	0.50		3.00
Tech	Security Lead			0.50	1.00	1.00	1.00	0.50	0.50		4.50
Tech	Developer				1.00	1.00	1.00				3.00
Tech	Workflow Lead				1.00	1.00	0.50		0.50		3.00
PM	Training Consultant				1.00	1.00	1.00	0.50	0.25		3.75

2.1 Methodology

SAP will work together with COSA to leverage the ASAP methodology to deliver the SRM 7.0 Solution. Careful planning will be required to successfully complete this project.

The following five ASAP phases make up the ASAP roadmap:

PHASE	MAIN ACTIVITIES/TASKS
Project Preparation	• Define SRM project goals, a high level scope, implementation strategy, and • Define an SRM project plan • Establish executive sponsorship and program office. • Define SRM project management processes. • Develop technical landscape strategy and procure hardware. • Prepare sandbox systems and configure SAP Solution Manager.
Business Blueprint	• Document functional and technical key designs in the Business Blueprint including interfaces and reports. • Document SRM project issues and gaps in SAP Solution Manager and identify functional specifications to close gaps. • Develop the data conversion strategy which includes identification of data sources, data cleansing and conversion procedures. • Identify security roles.

PHASE	MAIN ACTIVITIES/TASKS
Realization	• Configure and unit test SAP system based on cycled approach and document Business Process Procedures. • Develop and unit test interfaces, data conversion programs, reports, and any required enhancements. • Prepare quality assurance (integration testing) systems. • Complete test cases and a test plan, • Conduct integration testing. • Prepare production system.
Final Preparation	• Conduct parallel testing. • Conduct user acceptance testing. • Conduct volume and stress testing. • Create initial cutover plan, conduct cutover testing, and update cutover plan. • Conduct end user training.
Go Live and Support	• Conduct cutover to live production operations. • Stabilize system through issue resolution and monitoring. • Close completed SRM Project.

2.2 Project Toolset

The SAP Solution Manager will be utilized during the Project. Solution Manager will be used as the tool to manage documentation of business scenarios, processes, Project controls and configuration through the entire lifecycle of the implementation as well as ongoing operations. Use of Solution Manager will be at COSA's current level of experience.

All supporting documentation work product will be developed for industry standard Microsoft Windows-based PCs using appropriate (as reasonably determined by SAP) Microsoft Office applications (Word, Excel, and PowerPoint) or other mutually agreeable documentation development process and/or application.

COSA will support the use of the SAP team laptops on its network or COSA will provide PCs with the Microsoft Office Suite and e-mail capability for the Project team.

2.2.1 Change Management Approach

COSA will be responsible for Change Management. Change Management includes, but is not limited to the following: business readiness for go-live, design and roll-out of end-user training, day-to-day backfill for client project team members, SAP system management, coordination with remote sites, and project communication to the company.

2.2.2 Knowledge Transfer

- Knowledge transfer from SAP to COSA will be executed as detailed in Accelerated SAP (ASAP) Methodology

2.3 Project Organization

COSA agrees to provide appropriate Project resources including but not limited to, equipment, data, information, workspace and appropriate and cooperative personnel, all as necessary to facilitate SAP's performance of the Services.

COSA will allocate the following described personnel to the Project appropriate knowledge of the indicated area and the skills to perform the COSA tasks, and any additional personnel that may be necessary for COSA to perform its obligations under the implementation work plan. Unless otherwise stated in Section 2.0 all resources will be considered Full Time equivalents.

Logistics:

Primary Workspace:
City of San Antonio
111 Soledad
San Antonio, TX 78205

COSA will provide a working environment and facilities adequate for SAP to perform their assigned duties. This includes, but is not limited to, adequate conference rooms, cubicle space and telephone access.

Project team members will be given access to the COSA's SAP environment. COSA shall provide secure dial-in and/or direct access to the COSA networks as necessary.

SAP will be provided with full access to all of COSA's facilities necessary for the Project, including all necessary identification material (badges, cards, etc.), subject to the terms and conditions of the Agreement. This includes full access to such buildings and systems during and after normal business hours, on weekends, and on holidays. Limitation of SAP access during these times may reduce SAP's ability to maintain the proposed schedule.

During the Project Preparation Phase, the SAP and COSA Project Managers will agree upon a project work week for each full time Consultant. Such work week will be defined in one of the following categories:

1. 3-4-5 (3 nights/4 days at COSA's location; 5th day at remote location).
2. Four days (40 hours) at COSA's location.

COSA Other, as mutually agreed prior to the Project or as the Project progresses

2.3.1 Project Governance

The Project will have sponsorship from COSA's senior management, who will be available on a timely and regular basis to monitor the Project progress and to act as a decision maker for policy decisions

2.3.2 COSA Roles and Responsibilities

COSA will provide knowledgeable, decision empowered resources that are available to work on the Projects as part of the Project team.

The Core Team roles and responsibilities outlined below are the basis for SAP's implementation plan, resource and cost estimates. Lack of availability of Core Project Team members or failure to complete the responsibilities in a timely manner as per the Project Timeline will affect the Project schedules and SAP shall present to COSA the impact of this to be handled as part of the Change Order Procedures. The COSA Core Team roles are identified and defined below:

- Project Manager
- Business Solution Lead
- Technical Solution Lead
- Change Management Lead
- Training Lead
- SRM Analyst and Configuration
- Catalog Analyst and Configuration
- Materials Management Analyst
- Financials Analyst and Configuration
- Business Subject Matter Experts
- Supplier Adoption Coordinator
- NetWeaver Analyst
- Security Analyst
- XI Analyst
- Portals Analyst
- Workflow/Tools Development
- ABAP Developer(s)

Exhibit 2

Change Order Procedure

Any change to this Statement of Work must be agreed to, in writing, by both parties. The following procedure (whether requested by COSA or SAP) will be used to control all changes. All Requests For Change ("RFC") to the Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in consulting fees.

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.

All approved RFC's will be incorporated into the Change Order to this Statement of Work. SAP will not perform any Services outside of the Statement of Work until the RFC has been signed.

1. Describe the requested change:

_____

_____

2. Define the impact, if any, on existing work product:

_____

_____

3. Define additional work product required as a result of the requested change, if any:

_____

_____

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate.

_____

_____

5. Provide an updated work product and payment schedule, if appropriate.

_____

Accepted By:	Accepted by:
SAP Public Services, Inc. (SAP)	**City of San Antonio, Texas (COSA)**
By: _____	**By:** _____
Print name: _____	**Print name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Federal Supply Service

Authorized Information Technology Schedule Pricelist

GS-35F-0406V

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

GSA Advantage!™
www.gsaadvantage.gov

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

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

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.

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 # 0005, dated August 19, 2009.

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/

TABLE OF CONTENTS

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

SECTION 2. TERMS AND CONDITIONS 27

SECTION 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 27

SECTION 2B. TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING RELATED TO GENERAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50) 44

SECTION 2C. TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) 44

SECTION 3. ATTACHMENTS TO THE CONTRACT 52

ATTACHMENT 1 - SAP COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS PREAMBLE 52

ATTACHMENT 2 - SUGGESTED FORMATS FOR BLANKET PURCHASE AGREEMENTS 53

ATTACHMENT 3 - BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS" . 56

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) 57

A. PRICES (SIN 132-33) 130

SAP Business Suite and NetWeaver Prices ..... SAP-1 thru SAP-25
SAP BusinessObjects ..... BOBJ-1 thru BOBJ-2
Licensing Details for SAP BusinessObjects software 131
SAP Tiered Pricing 132

B. SAP TRAINING SERVICES (SIN 132-50) 132

C. SAP PROFESSIONAL SERVICES (SIN 132-51) 145

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.

[X] 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 Cconditions-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
132-33 Perpetual Software License	**14 Days ARO**
132-34 Maintenance of Software	**14 Days ARO**
132-50 Training	**30-90 Days ARO**

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 page 90.
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 unilateratlly 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 addtions 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 MAINTENANCE 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 License 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 license fees. 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	2009	2010	2011	2012	2013	2014	2015

Maintenance Factor	18.36%	18.93%	19.52%	20.12%	20.74%	21.39%	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 societe 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 License 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 Licensee 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 2009; 18.93% in 2010; 19.52% in 2011; 20.12% in 2012; 20.74% in 2013; 21.39% in 2014; 22% in 2015. 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 2015; 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 2015; 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 license fees. 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 (ii) 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.

4.2 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: Demostrates 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 again 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 recongnized expert in more that 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 poject 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 that one SAP implementation. Possible SAP specific Project Management experience. Platinum SAP experience possible. Possible mastery of SAP architecture/functional core competencies and a recongnized expert in more than one area. Is a resource to ther consultants in all defined areas of expertise. Significatnt 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 poject management

role. Mastery of SAP architecture/functional core competencies and a recongnized expert in more that 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 that one SAP implementation. Possibly Project Management experience. Extensive SAP experience. Platinum SAP experience possible. Mastery of SAP architecture/functional core competencies and a recongnized expert in more than one area. Is a resource to ther consultants in all defined areas of expertise. Significatnt 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 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. Pfendner
610-661-3653
Fax 610-661-3654
email christopher.pfendner@sap.com .

ATTACHMENT 2 - SUGGESTED FORMAT FOR BLANKET PURCHASE AGREEMENTS

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____
ORDERING ACTIVITY DATE

_____
CONTRACTOR DATE

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. Glossary

"Adobe Learning SAP Professional User" is a Named User that is licensed as a Professional or Limited Professional User of the SAP Software under a separate license order, who may Use the Adobe Learning Software solely to create curriculums and courses, take training courses, watch and create Adobe presentations, access reports, publish to connect server, alter account branding, and access Adobe User account administration.

"Adobe Learning Non-SAP Employee User" is a Named User that is not licensed as a Named User of the SAP Software under a separate license order, who may Use the Adobe Learning Software solely to create curriculums and courses, take training courses, watch and create Adobe presentations, access reports, publish to connect server, alter account branding, and access Adobe User account administration.

"Adobe Learning Employee User" is a Named User that is licensed as an Employee or ESS User of the SAP Software under a separate license order, who may use the Adobe Learning Software solely to take training courses and watch Adobe presentations.

"Adobe Learning External User" is a Named User that is an employee of a Business Partner that has not been licensed as a Limited Professional User of the SAP Software, who may use the Adobe Learning Software solely to take training courses and watch Adobe presentations.

"Adobe Meeting SAP Professional User" is a Named User that is licensed as a Professional or Limited Professional User of the SAP Software under a separate license order, who may Use the Adobe Meeting software solely to create personal meeting rooms for such Named User, host meetings, attend meetings, create Adobe presentations, watch Adobe presentations, access reports, create events, publish to connect server, alter account branding, and access Adobe User account administration.

"Adobe Meeting Non-SAP Employee User" is a Named User that is not licensed as a Named User of the SAP Software under a separate license order, who may Use the Adobe Meeting Software solely to create personal meeting rooms for such Named User, host meetings, attend meetings, create Adobe presentations, watch Adobe presentations, access reports, create events, publish to connect server, alter account branding, and access Adobe User account administration.

"Adobe Meeting Employee User" is a Named User that is licensed as an Employee or ESS User of the SAP Software under a separate license order, who may use the Adobe Meeting Software solely to create personal meeting rooms for such Named User, host meetings, attend meetings, and watch Adobe presentations.

"Business Partner" means an entity that requires access to the Software in connection with the operation of the Licensee's business, such as customers, distributors, and suppliers.

"Designated Unit" means each individual computer in which the Software and Third-Party Database are installed.

"Developer User" is a Named User who uses development and administration tools provided with the Software for the purpose of modifying, deploying and managing SAP Software. The Developer User (1) does include the rights granted under the Employee User license and (2) does not include the rights granted under the (a) Professional User and/or (b) Limited Professional User. (Applies only to SAP Business Suite Software.)

"Documentation" means SAP's standard Documentation, in any medium, which is delivered to the Government under this Schedule Contract, including SAP's standard manuals, program listings, data models, flow charts, logic diagrams, functional specifications, instructions, and complete or partial copies of the foregoing.

"Employee Self Service User (ESS)" is a Named User authorized to access the licensed software solely for the purpose of executing the following HR self-services transactions: (1) employee records maintenance, (2) employee time and attendance entry, (3) employee directory, 4) benefits enrollment. Each Employee Self Service (ESS) User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. (Applies only to SAP Business Suite Software.)

"Employee User" is a Named User authorized to access the licensed software solely for the purpose of executing the following transactions: (1) desktop procurement self-services, (2) Travel planning and expense reporting, (3) talent management self-services including employee appraisals, employee development plans, employee training registration, employee opportunity inquiry and response, (4) read-only analytics. Each Employee User shall access the Software solely for such individual's own purposes and not for or on behalf of other individuals. (Applies only to SAP Business Suite Software.)

"Enterprise Query, Reporting and Analysis User", if licensed hereunder, is an individual who is licensed as an SAP Named User for Use of SAP Software under a separate license order who may Use the Enterprise Query, Reporting and Analysis Software licensed hereunder in accordance their respective SAP Named User type. **"Extension"** means an addition to the Software, which does not require a Modification.

"Limited Professional User" is a Named User who is an employee of Business Partners performing limited operational related roles supported by the Software. The total number of Limited Professional Users shall not exceed fifteen percent (15%) of the total number of Professional Users licensed. (Applies only to SAP Business Suite Software.)

"Modification" means a change to the Softwarethat changes the delivered source code, or an enhancement to the Software that is made using SAP tools or utilizing SAP Proprietary Information.

"Named Users" means any combination of users licensed under this Contract.

"Professional User" is a Named User who performs operational related roles supported by the Software and includes the rights granted under the Employee User. (Applies only to SAP Business Suite Software.)

"Proprietary Information" means: (i) with respect to SAP and its licensors, the Software and Documentation, any other third party software licensed with or as part of the Software, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) the concepts, techniques, ideas and know-how embodied and expressed in the Software, and (iii) information reasonably identifiable as the confidential and proprietary information of SAP or the Licensee Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

"SAP Application Professional User" is a Named User who performs operational related roles supported by the Software and includes the rights granted under the Employee User.

"SAP Application Limited Professional User" is a Named User who is an employee of Business Partners performing limited operational roles supported by the Software. The total number of Limited Professional Users may not exceed fifteen percent (15%) of the total number of Professional Users licensed.

"SAP Application Employee User" is a Named User who is authorized to access read-only analytics, and provided the ERP Package is licensed, is also authorized to access the licensed Software solely for the purpose of executing the following transactions: (1) desktop procurement self-services, (2) travel planning and expense reporting, (3) talent management self-services including employee appraisals, employee development plans, employee training registration, employee opportunity inquiry and response. Each Employee User includes the rights granted under the ESS User and shall access the Software solely for such individual's own purposes and not for or on behalf of other individuals.

"SAP Application Employee Self Service (ESS) User" is a Named User, and provided such is licensed to Use the SAP ERP Package, authorized to access the licensed Software solely for the purpose of executing the following HR self-services transactions: (1) employee records maintenance, (2) employee time and attendance entry, (3) employee directory, 4) benefits enrollment. Each Employee Self Service (ESS) User shall access the Software solely for such individual's own purposes and not for or on behalf of other individuals.

"SAP Application Developer User" is a Named User who uses development and administration tools provided with the Software for the purpose of modifying, deploying and managing SAP Software. The Developer User (1) does include the rights granted under the Employee User and (2) does not include the rights granted under the (a) Professional User and/or (b) Limited Professional User.

"SAP NetWeaver Developer User" is a Named User who uses the development tools provided with SAP NetWeaver for the purpose of modifying SAP or 3rd party applications or for the purpose of creating and modifying custom developed applications. The SAP NetWeaver Developer User includes the right granted under the SAP NetWeaver Professional User.

"SAP NetWeaver Professional User" is a Named User who uses the administration tools provided with SAP NetWeaver for the purpose of administering and managing 3rd party or custom developed applications.

"Software" means (i) all Software specified herein and developed by or for SAP or its licensors and delivered to the Licensee hereunder; (ii) any new releases thereof made generally available pursuant to SAP's Maintenance Services; and (iii) any complete or partial copies of any of the foregoing.

"Territory" means the forty-eight (48) contiguous States including the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.

"Third Party Database" means third-party proprietary database software owned by third party companies that is licensed through SAP to the Government to support the use of SAP Software.

"Third-Party Software" or TP Software" means third-party proprietary software owned by third party companies that is licensed through SAP to the Government in order to supplement the SAP Software (e.g., Adobe Forms or BSI U.S. Payroll Tax Processing software). All Third Party Software included in this contract price list includes the "TP" designation in the product name.
"Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

"VIP Professional User" is a Named User of Licensee who is authorized to access the NRX Software solely for performing operational roles related to the NRX Software as defined below. All VIP Professional Users must also be licensed as Named Users of SAP Software.

"Visualization and Reporting User", if licensed hereunder, is an individual who is licensed as an SAP Named User for Use of SAP Software under a separate license order who may Use the Visualization and Reporting Software licensed hereunder in accordance their respective SAP Named User type.

2. 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 SIN 132-51. 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.

3. 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.

GLOSSARY OF PRICING METRICS DEFINITIONS

Metrics Mainly Used with Named Users

SAP Application Developer is a Named User authorized to use the development tools provided with SAP NetWeaver for the purpose of modifying the licensed SAP Applications. The SAP Application Developer User does include the rights granted under the SAP NetWeaver Developer User. The SAP Application Developer User does not include the rights granted under a SAP Application Professional User license or SAP Application Limited Professional User license. The SAP Application Developer User does include the rights granted under an SAP Application Employee User license.

SAP Application Professional is a Named User authorized to access SAP Applications who performs operational related or limited performance management roles supported by the licensed software. Limited performance management roles are defined through viewing of information (such as reports, ad hoc queries, and dashboards) presented by Packages for Enterprise Performance Management (EPM), by Packages for Governance, Risk, and Compliance (GRC) or by the Business Information and Analysis Package from the SAP BusinessObjects portfolio provided that those Packages are licensed. The SAP Application Professional User license includes the rights granted under a SAP Application Limited Professional User license.

SAP Application Limited Professional is a Named User authorized to access SAP Applications who performs limited operational related roles supported by the licensed software. For example, users accessing the software solely through handheld device scenarios or manager self service users may be licensed as Limited Professionals. The agreement should define in detail the limited use rights being performed by such Limited Professional Users (see below). In particular, employees of Business Third Parties may be licensed as SAP Application Limited Professional Users. Those employees of Business Third Parties that are performing functions or roles normally performed by the Licensee's employees -- for example, independent contractors, consultants or temporary employees -- need to be licensed as SAP Application Professional Users. The SAP Application Limited Professional User license includes the rights granted under a Business Information User and an Employee User license. The number SAP Application Limited Professional Users shall not exceed fifteen percent (15%) of the total number of SAP Application Professional Users licensed.

SAP Application Business Information User is a Named User authorized to access SAP Applications solely for limited performance management roles or to view, print, and down-load standard and static reports (embedded read-only analytics) as well as retrieving documents from knowledge management systems. Limited performance management roles are defined through viewing of information (such as reports, ad hoc queries, and dashboards) presented by Packages for Enterprise Performance Management (EPM), by Packages for Governance, Risk, and Compliance (GRC) or by the Business Information and Analysis Package from the SAP BusinessObjects portfolio provided that those Packages are licensed. Each SAP Application Business Information User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The SAP Application Business Information User does not include the rights granted under an SAP Application Employee User license.

SAP Application Employee User is a Named User authorized to access SAP Applications solely for the purpose of executing the following transactions: (1) desktop procurement self-services, (2) travel planning and expense reporting, (3) talent management self-services including employee appraisals, employee development plans, employee training registration, employee opportunity inquiry and response, (4) read-only analytics embedded in SAP Business Suite applications. Each SAP Application Employee User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The SAP Application Employee User license includes the rights granted under an SAP Application Employee Self Service license.

SAP Application Employee Self-Service is a Named User authorized to access SAP Applications solely for the purpose of executing the following HR self-services transactions provided that the SAP Enterprise Foundation Package (equivalent SAP ERP Package) is licensed: (1) employee records maintenance, (2) employee time and

attendance entry, (3) employee directory, (4) benefits enrollment, and (5) access to enterprise portal.. Each SAP Application Employee Self Service User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals.

Learning Solution User is a Named User authorized to access the SAP Learning Solution only. Learning Solution Users are not entitled to access other SAP solutions or solution components.

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

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.

Telco Channel Partner User is a Named User accessing the Industry Package "SAP Dealer and POS Management for Telecommunications" in the shop and POS location, limited to the defined functionality:

They work in a B2C POS/shop/retail environment as a sales or service staff
They are either permanent or temporary
They access information from the telecom operator through the dealer portal only

SAP Platform Professional User is a Named User who (i) accesses the licensed SAP software only through a 3rd party application that either is a Platform User License Compliant Solution or that interface through enterprise services as defined in the Enterprise Service Repository provided by SAP or through BAPIs provided by SAP and (ii) performs operational related roles supported by the software. The SAP Platform Professional User license includes the rights granted under a SAP Platform Limited Professional User license. It also includes the rights granted under a user-based SAP NetWeaver Foundation for Third Party Applications license.

SAP Platform Limited Professional User is a Named User who (i) accesses the licensed SAP software only through a 3rd party application that has been classified as a Platform User License Compliant Solution after an integration certification test by the SAP Integration and Certification Center and (ii) performs limited operational related roles supported by the software. In particular, employees of business third parties are to be licensed as Limited Professional Users. Those employees of business third parties that are performing functions or roles normally performed by the customer's employees, for example independent contractors, consultants or temporary employees need to be licensed as Professional Users. The number of Limited Professional Users shall not exceed fifteen percent (15%) of the total number of Professional Users licensed. The SAP Platform Limited Professional User license includes the rights granted under an SAP Platform Employee User license. It also includes the rights granted under a user-based SAP NetWeaver Foundation for Third Party Applications license.

SAP Platform Employee User is a Named User who (i) accesses the licensed SAP software only through a 3rd party application that has been classified as a Platform User License Compliant Solution after *an* integration certification test by the SAP Integration and Certification Center and (ii) accesses the licensed software for the purpose of executing the following transactions: (1) desktop procurement self-services, (2) travel planning and expense reporting, (3) talent management self-services including employee profile, employee appraisals, employee development plans, employee training registration, employee opportunity inquiry and response, (4) read-only analytics. Each Employee User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The SAP Platform Employee User license includes the rights granted under an SAP Platform ESS User license. The SAP Platform Employee User license also includes an application-specific run-time license of SAP NetWeaver for the licensed SAP Applications as well as for the 3rd party application as long as use of this application remains limited to the transactions permitted by this User license.

SAP Platform Employee Self Service (ESS) User is a Named User who (i) accesses the licensed SAP software only through a 3rd party application that has been classified as a Platform User License Compliant Solution after an integration certification test by the SAP Integration and Certification Center and (ii) accesses the licensed

software solely for the purpose of executing the following HR self-services transactions: (1) employee records maintenance, (2) employee time and attendance entry, (3) employee directory, (4) benefits enrolment.. Each Employee Self Service (ESS) User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The SAP Platform Employee Self Service (ESS) User license includes an application-specific run-time license of SAP NetWeaver for the licensed SAP Applications as well as for the 3rd party application as long as use of this application remains limited to the transactions permitted by this user license.

SAP NetWeaver Developer User is a Named User who uses the development tools provided with SAP NetWeaver for the purpose of modifying third party applications or for the purpose of creating and modifying custom developed applications.

SAP NetWeaver Administrator User is a Named User who uses the administration tools provided with SAP NetWeaver for the purpose of administering and managing all SAP NetWeaver capabilities, third party or custom developed applications.

SAP Business Suite/Individual SAP Solution Developer User is a Named User authorized to use the development tools provided with SAP NetWeaver for the purpose of modifying SAP Business Suite/individual SAP solution. The SAP Business Suite/individual SAP solution Developer User does include the rights granted under the SAP NetWeaver Developer User. The SAP Business Suite/individual SAP solution Developer User does not include the rights granted under a SAP Business Suite/individual SAP solution Professional User license or SAP Business Suite/individual SAP solution Limited Professional User license. The SAP Business Suite/individual SAP solution Developer User does include the rights granted under an SAP Business Suite/individual SAP solution Employee User license.

SAP Business Suite/individual SAP solution Business Expert User is a Named User authorized to access SAP Applications who performs performance management and operational related roles supported by the licensed software. Performance management roles are defined through access to Packages for Enterprise Performance Management and for Governance, Risk, and Compliance applications as well as to the Business Information and Analysis Package from the SAP BusinessObjects portfolio provided that those Packages are licensed. The SAP Business Suite/individual SAP solution Business Expert User license includes the rights granted under a SAP Business Suite/individual SAP solutionProfessional User license.

SAP Business Suite/Individual SAP Solution Professional User is a Named User who performs operational related or limited performance management roles supported by the licensed software. Limited performance management roles are defined through viewing of information (such as reports, ad hoc queries, and dashboards) presented by Packages for Enterprise Performance Management (EPM), by Packages for Governance, Risk, and Compliance (GRC) or by the Business Information and Analysis Package from the SAP BusinessObjects portfolio provided that those Packages are licensed. The SAP Business Suite/individual SAP solution Professional User license includes the rights granted under a SAP Business Suite/individual SAP solution Limited Professional User license.

SAP Business Suite/Individual SAP Solution Limited Professional User is a Named User authorized to access SAP Business Suite / individual SAP solution who performs limited operational related roles supported by the licensed software. For example, users accessing the software solely through handheld device scenarios or manager self service users may be licensed as SAP Business Suite/individual SAP solution Limited Professionals. The agreement should define in detail the limited use rights being performed by such SAP Business Suite/individual SAP solution Limited Professional Users (see below). In particular employees of Business Third Parties may be licensed as SAP Business Suite/individual SAP solution Limited Professional Users. Those employees of Business Third Parties that are performing functions or roles normally performed by the Licensee's employees, for example independent contractors, consultants or temporary employees need to be licensed as SAP Business Suite/individual SAP solution Professional Users. The SAP Business Suite/individual

SAP solution Limited Professional User license includes the rights granted under a SAP Business Suite/individual SAP solution Business Information User and an Employee User license. The number of SAP Business Suite/individual SAP solution Limited Professional Users shall not exceed fifteen percent (15%) of the total number of SAP Business Suite/individual SAP solution Professional Users licensed.

SAP Business Suite/Individual SAP Solution Business Information User is a Named User authorized to access the licensed software solely for limited performance management roles or to view, print, and down-load standard and static reports (embedded read-only analytics) as well as retrieving documents from knowledge management systems. Limited performance management roles are defined through viewing of information (such as reports, ad hoc queries, and dashboards) presented by Packages for Enterprise Performance Management (EPM), by Packages for Governance, Risk, and Compliance (GRC) or by the Business Information and Analysis Package from the SAP BusinessObjects portfolio provided that those Packages are licensed. Each SAP Business Suite/individual SAP solution Business Information User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The SAP Business Suite/individual SAP solution Business Information User does not include the rights granted under an Employee User license

SAP Business Suite/Individual SAP Solution Employee User is a Named User authorized to access the licensed software solely for the purpose of executing the following transactions: (1) desktop procurement self-services, (2) travel planning and expense reporting, (3) talent management self-services including employee appraisals, employee development plans, employee training registration, employee opportunity inquiry and response, (4) read-only analytics embedded in SAP Business Suite applications. Each SAP Business Suite/individual SAP solution Employee User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The SAP Business Suite/individual SAP solution Employee User license includes the rights granted under a SAP Business Suite/individual SAP solution Employee Self Service User license.

SAP Business Suite/individual SAP solution Employee Self-Service User is a Named User authorized to access the licensed software solely for the purpose of executing the following HR self-services transactions provided that the SAP Enterprise Foundation Package (equiv. SAP ERP Package) is licensed: (1) employee records maintenance, (2) employee time and attendance entry, (3) employee directory, (4) benefits enrollment, and (5) access to enterprise portal. Each SAP Business Suite/individual SAP solution Employee Self Service User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals

Metrics Mainly Used with Enterprise Extensions

Package comprises SAP ERP and five (5) SAP Application Professional Users.

Orders per Year are defined as the total number of externally created sales and service or purchase orders processed per year. Externally created orders are those orders that are not entered by a Named User.

Master Record represents one contractual relationship between the company and an employee whose payroll is being calculated.

List Price License Fee is defined as the total license fee for BSI US Payroll Tax processing.

Positions are defined as number of positions within an organization to be potentially filled through the usage of the SAP E-Recruiting application.

Learner is defined as all individuals accessing the system engaging in online learning activities.

Active Customers/Vendors are defined as active business partner master records with financial transactional data within the last two (2) years. Business Partner refers to active business partners (including but not limited to customers, vendors master, subsidiaries or headquarters).

Revenue is defined as income that a company receives from its normal business activities and other revenue from interest, dividends, royalties or other sources.

For SAP Account & Trade Promotion Management only the revenue needs to be considered which is associated with the business or division which the capabilities of this package will be applied against.

Operating Budget is defined as total annual public sector budget of SAP customer (i.e., agency, institution, program or department)

Program Budget is defined as the budget for applying the defense organization resources (organic or contracted) to deliver the requisite capability defined by the program delivery mandate and managed in the licensed product.

Assets under Management are defined as the total assets disclosed in the balance sheet, insofar as processed by the SAP solution.

User for SAP Real Estate Management is defined as the user who manages office, retail and industrial property and similar portfolios. It is applied for both, owned and operated space, and includes commercial as well as corporate real estate management.

User is defined as all individuals actually accessing the program.

For SAP Oil & Gas secondary Distribution: User is defined as an individual accessing one or more SAP Oil & Gas Secondary Distribution transaction codes.

Rental Unit is defined as all rental objects that are managed with SAP Real Estate Management.

Parcels of Land are defined as units of land as it is usually listed in public land register.

Employees are defined as total number of employees (including contract workers) employed by the company or employed by the legal entity that is licensing the functionality of the package.

Commission Recipients are persons who receive payments of any type via ICM (existing commission contract).

WCM Plant is a physical plant or a network location.

Service Transaction per Annum is defined as the total sum of tickets/cases, complaints, incidents, service contracts, warranty claims and service orders.

Metrics Mainly Used with Industry Portfolios

Accounts are defined as accounts (checking, savings and trading accounts) or transactions (securities transactions (spot + forward deals) and MM/FX transactions). Accounts in the context of the SAP Capital Yield Tax Management are defined as the number of cash balance accounts. This includes retail and internal accounts.

Acquisition Contract is defined as the number of active acquisition contracts as measured in the system. The accumulating legacy of, for example, expired contracts is ignored.

Active Contracts: A contract is an agreement concerning the supply of energy or water between business partner and utility company that applies to a single division (e.g., gas retail, electricity distribution). Active contracts are contracts that have not been closed (that means no move-out date has been set).

Active Contracts with Assigned Active Advanced Meters: A contract is an agreement concerning the supply of water between business partner and utility company that applies to a single division. Active contracts are contracts that have not been closed (that means no move-out date has been set). An advanced meter is a utility device with advanced measurement and management capabilities and integrated bidirectional communication. An advanced meter is active, if the communication is in use (without communication the advanced meter is regarded as a traditional meter).

Active Registered License Plates are defined as registered License Plates that received an invoice during the last 12 months.

Ad Sales Value is defined as the total estimated value of all advertising sales generated in SAP Advertising Sales for Media per year.

Annual Public Sector Budget: Total annual public sector budget of SAP customer (i.e., agency, institution, program or department).

Average Processed Transactions/Trips/EDRs per day (over 12 months) is defined as the number of transactions per day that can be measured via the actual items passed either into convergent invoicing or to the EDR billing. The number of transactions per day is measured as the average number of transactions over the last 12 months.

Backorder is defined as the average number of backorder tasks processed in the backorder cockpit per calendar year.

Banking Commission Recipient is defined as a person who receives payments of any type via ICM related to a banks business (existing commission contract).

Base & Remote Locations: A base location is a central warehouse or distribution center from which the remote locations (platform or on-shore facilities (for Oil & Gas)/mines or processing centers (for Mining)) are supplied.

Big Tickets: Number of objects (assets) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing.

BOEPD Produced: BOEPD are Barrel of Oil Equivalent per Day. If pricing cannot be based on BOEPD Produced (new ventures with no crude or gas production), the planned or estimated production of the venture shall apply (an license audit should be undertaken once production is fully on stream).

BOEPD produced in USA: BOEPD are Barrel of Oil Equivalent per Day. Only the BOEPD produced in USA are applicable. For hydrocarbons produced within the USA, Upstream Production Management allows use of all Production Revenue Accounting (PRA) modules.

BOEPD produced outside US: BOEPD are Barrel of Oil Equivalent per Day. Only the BOEPD produced outside USA are applicable. For hydrocarbons produced internationally, i.e., outside of the USA, Upstream Production Management allows only for the use of the following Production Revenue Accounting (PRA) modules: Field Data Capture Loader, Upstream Graphics, Production, Product Control, Contractual Allocation, Balancing and Ownership. The remaining Valuation, Revenue and Royalty modules are not applicable internationally.

BOEPD scheduled/planned: BOEPD are Barrel of Oil Equivalent per Day. Both scheduled and planned BOEPD enter into the formula.

BOEPD sold: BOEPD are Barrel of Oil Equivalent per Day. Refined product volumes are considered as equal to crude oil volumes, e.g., one barrel of diesel equals one barrel of crude oil.

OGSD User: A SAP Oil & Gas Secondary Distribution user is a user working with one or more SAP OGSD transaction codes.

Business Partner

Business Partners for SAP In-house Cash and SAP Bank Communication Management are defined as business partner master records with financial transactional data within the last 2 years. Business Partner refers to active business partners (including but not limited to customers, vendors master, subsidiaries or headquarters).

Business Partner for SAP Program Management for Public Sector is defined as a constituent or a grant applicant. Citizens accessing the above packages for a strongly restricted set of tasks do not require a user license. These tasks include the viewing of documents, change of address, paying of bills and confirmations of delivery

Business Partner for SAP Payment Processing for Public Sector and SAP Receivables and Payables Management for Public Sector is defined as a constituent.

Business Partner for SAP Tax and Revenue Management for Public Sector is defined as a constituent, a taxpayer, a tax agent/tax accountant. Citizens accessing the above packages for a strongly restricted set of tasks do not require a user license. These tasks include the viewing of documents, change of address, paying of bills and confirmations of delivery and e-filing.

Cash Control Points are defined as the number of cash control points like bank offices (branches), ATMs, central vaults and central bank vaults modelled and used for planning the currency network demand and supply in APO (Advanced Planning and Optimization).

Channel is defined as the linear program output measured in broadcast channels. Secondary program usage in own non-linear channels is included, (but not sublicensing to licensees > see package SAP License Sales for Media).

Classified ads are defined as the number of advertisement versions designed with the SAP ad editor in a one year period.

Commodities Sold is defined as the number of commodities sold (e.g., Copper Concentrate, Molybdenum, Iron Ore, Gold, Coal, Lead).

Consumer Loans is defined as the number of Consumer Loans (Auto Loans that will be priced using the Price Optimization tool, on an annualized basis.

Contract Account for SAP Customer Financial Management for Utilities and SAP Customer Financial Management for Wholesale Utilities is defined as an account in which posting data for contracts or contract items are processed for which the same collection/payment agreements apply.

Contract Account for SAP Customer Financials Management for Telecommunications and SAP Convergent Invoicing for Telecommunications is defined as an account in which posting data for contracts or contract items are processed for which the same collection/payment agreements apply. Pricing is based on maximum number of Contract accounts in master file.

Contract Account for SAP Contract Accounts Receivables and Payables for Postal Services: Contract accounts are customer sub-ledgers to accumulate open items and payments. Per customer various accounts may be used.

Corporate Accounts are defined as the number of Corporate Accounts. Corporate Accounts are high value and highly individualized deposits and payment products for the corporate market, often part of hierarchical account structures / groups. Pricing typically on basis of account group not based on single accounts (e.g. cash pooling).

Corporate Accounts can be included in a master contract and in this case can be managed by a SAP for Banking application or via an external system.

Corporate Customers are defined as the number of Customer Files, which is the number of business partners (customers, prospects, contacts, etc.); distinguished between Retail Customers, Corporate Customers and Bank Employees (in case of Employee Help Desk); all business partners related to/relevant for the planned usage of the solution (specific department/branch, customer group, etc.) need to be counted. In case of Employee Help Desk (using SAP Solution Manager) this metric needs to be applied for the help desk staff. For employees only reporting problems an Employee User will be charged.

Corporate Loans are defined as highly individualized loans products for the corporate market with a high value.

Customer is defined as the number of active partner records in data base.

Derivatives are defined as a financial instrument whose value is based on another security.

Device is defined as a Point of Sales Device, or Mobile Device for Mobile POS application.

Employees Scheduled is defined as the maximum number of employees that need to be considered during a scheduling run.

Equipment Items: Equipment Items as defined in ETM within ERP.

Events are defined as the maximum number of event data records in database for a one year period.

Finished Items are defined as the number of additional finished items created per year by the customer. A finished item represents vehicles and major assemblies, like engines, axles, and transmissions. Warranty claims, which are created by DBM service orders, sent or received out of the SAP DBM system and which are not further processed, are covered. In case of extended use of warranty functionalities this exception is not applicable. Pricing of warranty claims (service requests) will follow the pricing of "SAP Aftersales Support for Automotive."

Finished Products are defined as the number of finished items planned in the rapid planning matrix, sequencing table and/or model mix planning.

Freight Units are defined as consolidated shipments as represented in the system in a one year period. In the retail industry, freight units correspond to deliveries, orders and shipments (=vehicles).

Full-time Equivalent (FTE): A Full-Time Equivalent relates to both employees who are employed by the licensed organization and non employees who may be engaged on emergency related activities, either on a temporary or permanent basis and who are tasked, deployed or managed by the licensed organization for the purposes of disaster or emergency management.

Fundable Assets: Funding Workplace, Mortgage & Leasing.

Gross Written Premium (GWP) of an insurance company is the total gross premiums of a fiscal year, insofar processed by the SAP solution.

High Value Loans: Number of High Value Loans. High value loans normally have a complex structure and a high level of individualization on customer level in the area of corporate banking. They are possibly included in refinancing via syndications.

Interaction Records are defined as the total number of interaction records created per year by the SAP CRM interaction center.

Licensees are defined as the number of Licensee accounts processed in one calendar year in the divisions supported by the SAP system. Any Licensee accounts are only counted once, no matter how many contributions, contracts or payments occur within the year.

Licensors are defined as the number of Licensor accounts processed in one calendar year in the divisions supported by the SAP system. Any Licensor accounts are only counted once, no matter how many contributions, contracts or payments occur within the year.

Limit Sets are defined as the number of current Limit sets that are used in the system.

Loans Volume in Balance Sheet: Loans Volume in Balance Sheet.

Locations are defined as plants, distribution centres, customers and suppliers/vendors modelled in SAP APO (Advanced Planning and Optimization) where products or resources are planned.

Location within the Customer Collaboration Scenario is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any, for example, plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Customer Collaboration. This includes all customer locations, that, for example, receive goods, and all supplier locations, that, for example, ship goods, or locations that are otherwise necessary to define in the system when running the Customer Collaboration scenarios.

Location within the Outsourced Manufacturing Scenario is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any, for example, plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Outsourced Manufacturing. This includes all contract manufacturer owned and managed locations as well as all customer side locations that, for example, receive goods or are necessary to define in the system when running the Outsourced Manufacturing scenarios.

Location within the Supplier Collaboration Scenario is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any, for example, plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Supplier Collaboration. This includes all supplier owned and managed locations as well as all customer side locations that, for example, receive goods or are necessary to define in the system when running the Supplier Collaboration scenarios.

Location within the Lean Manufacturing Scenario is defined as all partner locations (both customer locations and supplier locations) in the master file of the SNC solution (ICH), as well as all connected JIT/JIS-partners (Just-in-time/Just-in-sequence) in the table JITCU. Each licensed partner location contains 50.000 in-bound JIT/JIS calls per year. The Partner locations/partners are counted per plant of the customer to calculate the license fee.

Maintenance Object is defined as all objects defined in the MSP (Maintenance and Service Planning) master file.

Marketing Touches: are defined as the number of active loyalty related campaigns plus all other active marketing campaigns created in the SAP system times the average target group size.

Marketing Transactions: are defined as the number of active campaigns defined within the SAP CRM system plus the number of active MDF program memberships per year. An active MDF program membership is one in which a partner has submitted at least one MDF initiative request in that year.

Medium Tickets: Number of objects (assets) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing.

Tons: Tons is defined as the average daily production volume over the period of a year.

Micro Loans are defined as highly standardized, low value loans, given by a bank or other institution in emerging countries. Micro loans can be offered, often without collateral, to an individual or through group lending.

Micro Saving Accounts defined as highly standardized deposit services that allow people to store small amounts of money for future use, often without minimum balance requirements. It cannot be a fixed deposit account.

Number of Cases Per Year: Cases are the related information around a specific event that is processed by a case manager. As a related concept a case would be the information maintained in a physical file folder that is now maintained as a record in the SAP system.

Page Views are defined as the number of times a web page has been successfully served to a user's browser.

Objects are defined as contracts for financial products that are sold in the retail market and in OTC (over-the-counter) trading (examples: loans, credit facilities), and standardized products that can be bought and sold in an open market (stock exchange) (e.g., Shares, Listed Options, Bonds).

Outpatient Days in Year: One Outpatient Days is counted when one patient has been treated as an outpatient in one calendar day, independently of the quantity of work done on that day and on how the work was documented in the SAP system (in one or more treatment cases, and within cases as one or more visit movements).

P/C/S Cashflow Based: Cash flow based loans except retail loans are defined as:
1. Private Banking/Complex Individual/SME Banking/Mortgages includes products with a certain level of personalization on customer level for individuals and small/medium enterprises.
2. Corporate loans are highly individualized loans products for the corporate market and can also have a complex structure.
3. Securities positions

Participant is defined as a member of an Access Control Context, a user utilizing Product Centric View, or a user utilizing the Object Navigator.

Patients treated in Year: Number of patients treated in one calendar year in the institutions supported by the SAP system. Patients are only counted once, no matter how many times they are treated in the hospital within the year.

Persons in Treated Population is defined as the number of persons belonging to the population that is treated in the healthcare network to which the product is applied.

Physical Locations are defined as all mines, concentrators, processing plants, smelters, refineries, distribution centers (stock piles), and ports.

Production Tons: Production Tons is defined as the average daily production volume over the period of a year.

Small Plant: is defined as a plant with up to 500 employees: A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

Mid-Size Plant is defined as a plant with 501 up to 5,000 employees. A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

Large Plant is defined as a plant with more than 5,000 employees. A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

For SAP Operations Management for Mining: Plants are mines, concentrators, processing plants, smelters, refineries, distribution centers (stockpiles) and ports. Employees include own employees in the operations, contractors, administration and maintenance staff.

PoDs: PoD (Points of Delivery) is the point to which a utility service or other service is supplied.

Portfolio Budget is defined as the total annual (calendar or fiscal year) budget of combined "active" portfolio items (projects, services, etc.) – not proposals – contained in SAP RPM.

Point of Sales (POS) is defined as a physical store or shop-in-shop. Pricing is based on the total number of POS entries in the master file.

POS Transactions: Annual number of sales orders based on one-order documents which are triggered by the SAP CRM system and PoS (Point-of-Sale) transaction line items which are executed in the system.

Private Banking/SME Accounts: Private Banking /SME Accounts are defined as the number of Private Banking/SME Accounts. Deposits account products with a certain level of individualization on customer. Private Banking/SME Accounts can be included in a master contract and in this case can be managed by a SAP for Banking application or via an external system.

Private Banking, Complex Individual, SME Loans: Number of Private, Complex Individual or SME Loans. This business type covers the management of products with a certain level of personalization on customer level for individuals and small/medium enterprises. The product spectrum covers the same type of product as retail banking, but having a higher complexity, higher level of individualization and value.

Public Sector Spend Budget: Annual public sector spend budget as published records of budget year procurement obligations.

R&D Spend Volume: Annual expenditure of company or relevant business units on R&D activities from financial statements, including headcount, equipment and related projects.

Retail Accounts: Number of Retail Accounts. Retail Accounts are standardized deposits products with simple structures and small value for the mass market. Internal accounts are also to be classified as retail accounts. Retail Accounts can be included in a master contract.

Retail Cashflow: Cash flow based retail loans are defined as standardized cash flow based loan products for the mass market segment of individuals. The product spectrum covers loans with simple structures and small values for financing consumer products, auto/cars and voyages.

Retail Customers: Number of Customer Files = number of business partners (customers, prospects, contacts, etc.); distinguished between Retail Customers, Corporate Customers and Bank Employees (in case of Employee Help Desk); all business partners related to/relevant for the planned usage of the solution (specific department/branch, customer group, etc.) need to be counted. In case of Employee Help Desk (using SAP Solution Manager), this metric needs to be applied for the help desk staff. For employees only reporting problems there will be charged an Employee User.

Retail Loans: Number of Retail Loans. Retail loans are standardized loan products for the mass market segment of individuals. The product spectrum normally covers loans with simple structures and small values.

Sales Opportunity Value is defined as the total estimated value of all sales opportunities created in the system per year.

Sales Orders are defined as the annual number of sales orders based on order documents which are executed in the system and triggered from CRM.

Sales Value is defined as the total estimated sales value generated in SAP Product Sales and Distribution for Media per year.

Secured Corporate Receivables are defined as highly individualized receivables (loan, credit, facility) product for the corporate market, managed either by a SAP for Banking application or in an external system, secured by one or more collateral objects.

Secured Micro Loans are defined as a small amount of money loaned to a client by a bank or other institution, offered with a collateral, to an individual or through group lending.

Secured Private Banking, Complex Individual, SME Receivables are defined as receivables (loan, credit, facility) with a high level of individualization on customer level, managed either by a SAP for Banking application or in an external system, secured by one or more collateral objects.

Secured Retail Receivables are defined as standardized receivables (loan, credit, facility, etc.) product for the mass market, managed either by a SAP for Banking application or in an external system, secured by a collateral object.

Service Inquiries are defined as the annual number of service related inquiries; including service process types: complaints, service orders, service incidents, service requests, repair order request for changes, warranty claims & problems.

Service Parts Inventory is defined as the current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

Service Requests and Warranty Claims are defined as the number of service related inquiries per year, including service process types: complaints, service orders, service incidents, service requests, repair order request for changes, warranty claims & problems plus the number of warranty claims (processed within ERP).

Small Tickets are defined as the number of objects (assets) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing.

Spare Parts Material Master Records are defined as the current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

Spend Volume is defined as the total amount of a company's annual expenditure for the procurement of all direct and indirect goods and services.

Student is defined a registered student at the educational institution for a period of time during the academic year. Note: students accessing this package for viewing of documents change of address, paying of bills, and confirmations of delivery do not require a named user.

Syndicated Loans: Syndicated Loans on a wholesale basis, i.e. big tickets (e.g. for infrastructure projects).

Telecom Orders are defined as the total annual number of telecom orders and subscriptions (for individual service products or bundles), change processes (e.g. tariff or subscription changes) and cancellations.

Titles are defined as the Number of titles actively managed during the last three years period, as reported by the publisher.

Tonnage Produced: maximum tonnage produced on one day.

Vehicles: Number of finished items ordered in one year. Finished items are vehicles and major assemblies like engines, axles, and transmissions.

Very Big Tickets: Number of objects (assets) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing.

Very Small Tickets: Number of objects (assets or services without asset) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing.

Weighted Size of Organization in FTE: The weighted size of the organization reflects the number of Full Time Equivalents (FTEs) employed in the organization – including military and civilian personnel & reserve.

Warehouse is defined as a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products).

Small Warehouse is defined as a Warehouse with up to 5,000 delivery items per day. A Warehouse is a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products).

Mid-Size Warehouse is defined as a Warehouse with 5,001 up to 35,000 delivery items per day. A Warehouse is a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products).

Large Warehouse is defined as a Warehouse with more than 35,000 delivery items per day. A Warehouse is a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products).

Metrics Mainly Used with SAP NetWeaver

CPU: Every CPU that runs at least parts of the licensed software is counted in its entirety. A multi-core CPU shall be counted as follows: the first processor core shall be counted as 1 CPU, and each incremental processor core shall be counted as 0.5 CPU. This results in the following multipliers for currently available multi-core CPUs:

Processor type:	Single-Core	Dual-Core	Quad-Core	Hexa-Core	Octo-Core
CPU multiplier	1	1.5	2.5	3.5	4.5

Virtual processor cores are counted as full physical processor cores. The total number of all CPUs counted by the above rule needs to be rounded to the next whole number.

Adapter Type: Backend Applications Adapters need to be licensed per adapter usage type (i.e., connectivity to Oracle, Siebel, etc.) irrespective of the number of installations or connected systems, no matter whether the adapter is used together with an SAP solution requiring SAP PI or used in a custom developed scenario.

GB per Month: The overall processed message volume expressed in Gigabytes (GB) per month

Installation: The package is priced per installation.

Blade Memory is defined as memory of the blade.

External Community Members are either non-employees of organizations such as schools, universities, charities or governmental entities or business third parties including, but not limited to, customers, employees of distributors and suppliers who are licensed to access solely the SAP Enterprise Portal software. External Community Members are not allowed to access other SAP software and their respective components. Business Third Party employees participating in collaborative business scenarios that require access beyond SAP Enterprise Portal software need to be licensed as Named Users for the respective SAP software.

Customer Objects is defined as the maximum number of customer objects stored in the MDM system.

Supplier Objects is defined as the maximum number of Supplier objects stored in the MDM system.

Product Objects is defined as the maximum number of product objects stored in the MDM system.

User Defined Objects is applicable for usage scenarios where master data objects are created using the MDM tool for management within the MDM repository. This pricing scale is to be used for all objects other than product, customer and supplier (where separate scale exists).

Product in Data Cache: The price is based on the number of products in the Product Data Cache.

Managed Identity means a unique identity entry in the SAP NetWeaver Identity Management solution Identity Store (independent of the number of connected systems). Identity Management usage is for free for all identities that are managed in SAP applications only.

Managed Items means business objects (structured information) and/ or business documents (unstructured information) archived or destroyed from the DB, and managed by SAP NetWeaver Information Lifecycle Management.

Records: The number of SAP business objects and/or the number of cases in SAP Records Management are used for counting the numbers of records which need to be licensed. For example, when SAP Records Management is used to manage employee records, the records to be counted would be the number of employees managed in the SAP HCM system. Or when the change of an equipment should be managed by cases in SAP Records Management then the number of change requests managed by SAP Records Management needs to be licensed. To license Records Management in billing the amount of creditors and debtors can be used for counting, in Real Estate Management the number of real estate. Archived Records that is records attached to archived business objects are not counted.

Port: A port is defined as communication channel.

Metrics Mainly Used with General Supplementary Products

Portfolio Budget managed with SAP RPM is defined as the total annual (calendar or fiscal year) budget of combined "active" portfolio items contained in SAP RPM.

Number of Contracts are defined as the total number of contracts the company plans to address within the application. The total number of contracts is the number of contracts used in all functions including procurement, sales, legal, partner management, HR, real estate, and all other functions of the organization.

Work-Center is designed as a "Kanban Work-Center" or a "Pacemaker Work-Center". A Work Center can be "single" resource or a "group of resources" where a single schedule is created for the line.

Auto-ID Site is defined as a physical location identified by a street address where device(s) are capturing and transmitting data, connected with Auto-ID Enterprise and\or Auto ID Infrastructure software. Multiple separate physical structures with no common walls and which have the same street address will be considered separate sites.

Database Size is defined as the database size of the productive system and is calculated individually for each system that means for each ERP, BI and CRM system.

Resources are defined as uniquely identified users or pieces of equipment, including machines, tools and scanners that directly or indirectly feed data to or accesses data from the SAP Manufacturing Execution System.

Recommendations are defined as the total number of recommendations created by the RTOM system in a calendar year.

Employees (SAP MII) are defined as the total number of employees in plants and supporting locations served where employees are workers, mobile workers, contractors or partners associated with those locations.

BCM Multi-channel User is defined as the user (agent and/or supervisor) who works in a contact center environment and handles incoming contacts through multiple communication channels (voice, email and chat).

BCM Voice-only User is defined as the user (agent and/or supervisor) who works in a contact center environment and handles contacts through voice channel only.

BCM Personal-telephony User is defined as the user who uses the system for back-office telephony. Back-office telephony refers to basic Private Branch Exchange (PBX) functionality.

BCM Reporting User is defined as the User who collects and views communication statistics within a SAP Business Communications Management customer system.

Metrics Mainly Used with 3rd Party Supplementary Products

Process Servers are defined as servers where scheduled jobs run on.

Invoice is defined as each item that flows through the cockpit for reconciliation per year.

Users and Forms Users are defined as employees accessing Interactive Forms based on Adobe - Enable the Enterprise.

Bundles of 40 forms are defined as 40 modified or created Interactive Forms being accessed.

Professional Users are defined as total number of all SAP Professional and SAP Limited Professional Named Users of the customer independently whether they actually accessing this program or not.

Scenarios are defined as scenarios being used in SAP Process Performance Management by IDS Scheer based on SAP Solution Maps.

Trucks are defined as vehicles with order management handled in the application.

Monitored Users are defined as employees who will be monitored and are authorized to use the reporting console.

Managed Resources are defined as employees to be planned for the work rosters and/or scheduled for service activities.

Virtual User: A virtual tester is defined as each user that is simulated in the software to test the load on the SAP system.

Testers are defined as employees working with SAP Quality Center by HP. For use with SAP Test Acceleration and Optimization tester are defined as employees using SAP TAO and testing SAP applications enterprise-wide.

Total Assets are defined as the sum of current and long-term assets owned by the bank.

Message volume (MB)/Month/Installation is defined as data volume in MB of conversions performed per month and per installation.

Mobile User is defined as each user accessing data from DB2 Everyplace Database.

Devices are defined as all devices accessing data from Sybase SQL Anywhere Database.

SAP Application Value (SAV) is defined as the sum of list prices for Named Users, External Community Members, (pan-industry and industry specific) Software Engines and Supplementary Products, excluding those items identified in the list of prices and conditions that do not contribute to the SAP Application Value.

Contract Price is defined as the total list price license fee less volume discounts. For partners, the contract price refers to the partner buy price.

Service Request is defined as the annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders.

Connected System is defined as the total number of productive SAP Solution Manager systems connected to the productive systems of SAP Quality Center by HP, Central Process Scheduling by Redwood, or SAP Productivity Pak by RWD.

About Application Named Users for SAP BusinessObjects

Use of Packages for Enterprise Performance Management (EPM) and Governance, Risk, and Compliance (GRC) requires a **Business Expert User** license. A **Business Analyst User** license is sufficient if those applications are deployed without any interface to SAP Business Suite or SAP NetWeaver software.

Business Expert User: SAP Application Business Expert User is a Named User authorized to access SAP Applications who performs performance management and operational related roles supported by the licensed software. Performance management roles are defined through access to Packages for Enterprise Performance Management and for Governance, Risk, and Compliance applications as well as to the Business Information and Analysis Package from the SAP BusinessObjects portfolio provided that those Packages are licensed. The SAP Application Business Expert User license includes the rights granted under a SAP Application Professional User license.

The **Business Analyst User** is a special derivative of the Business Expert User that does not include SAP Professional User rights.

Generally, use of Business Intelligence (BI) and Information Management (IM) Packages requires at least a **Business Information (BI) Viewer User** license.

SAP Application Business (BI) Information Viewer User is a Named User authorized to view, print, and download standard and static reports (embedded read-only analytics) as well as retrieving documents from knowledge management systems. Limited performance management roles are defined through viewing of information (such as reports, ad hoc queries, and dashboards) presented by Packages for Enterprise Performance Management

(EPM), by Packages for Governance, Risk, and Compliance (GRC) or by the Business Information and Analysis Package from the SAP BusinessObjects portfolio provided that those Packages are licensed. Each SAP Application Business Information Viewer User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The SAP Application Business Information Viewer User does not include the rights granted under an SAP Application Employee User license.

Metrics Mainly Used with Business Intelligence (BI) and Information Management (IM) Solutions

Named User License (NUL). Each individual end user specifically identified as the sole holder of a Named User License or NUL are accounted when a SAP BusinessObjects software is licensed using the *metric* "NUL" (named users license) basis. The sharing of the NUL by more than one individual or transfer of NUL from one individual to another is not allowed. It doesn't matter how many individuals are working concurrently with the software. There is no limit on number of processors or servers used.

This metric does not replace the overall SAP Application Named User principle.

CPU: Every CPU that runs at least parts of the licensed software is counted in its entirety. A multi-core CPU shall be counted as follows: the first processor core shall be counted as 1 CPU, and each incremental processor core shall be counted as 0.5 CPU. This results in the following multipliers for currently available multi-core CPUs:

Processor type:	Single-Core	Dual-Core	Quad-Core	Hexa-Core	Octo-Core
CPU multiplier	1	1.5	2.5	3.5	4.5

Virtual processor cores are counted as full physical processor cores. The total number of all CPUs counted by the above rule needs to be rounded to the next whole number.

A **Deployment** or an **Instance** is a single installation of an SAP BusinessObjects Business Intelligence or Information Management Software.

A **Server** refers to a physical computer, case, box or blade that houses the CPUs. Multiple virtual machines on the same physical box are allowed and do not require additional licenses except that the total number of CPUs on the physical computer must be licensed.

Metrics Mainly Used with Governance, Risk and Compliance (GRC) and Enterprise Performance Management (EPM) Solutions

Employee is defined as the total number of employees (including contract workers) employed by the company or employed by the legal entity that is licensing the functionality of the package.

Note when licensing EPM or GRC packages: *If the licensed package will be restricted to a division, affiliate or subsidiary of the Licensee, it is possible to use the total number of employees employed by such division, affiliate or subsidiary of the licensee whose activities are being managed by the licensed software.*

Revenue is defined as income that a company receives from its normal business activities and other revenue from interest, dividends, royalties or other sources.

This section describes the fundamental principles of SAP's licensing and pricing model. Please consult the section on "Additional Provisions" for further details.

1 Key Principles of Licensing and Pricing

1.1 Overall Principles

1.1.1 Software License Model

SAP's license model consists of two elements that are offered separately, a software license and associated maintenance and support services.

1. Software License

All software licenses are perpetual licenses that are valid without term restriction. The price of the software license has to be paid up front at the time of the purchase. With a perpetual license, the Licensee is entitled to use the licensed capabilities for an unlimited period of time. The following principles apply for perpetual licenses:

- SAP does not license software by specific release or version numbers. The release current at the contract start date is shipped by default. The software license alone does not include the right to use future releases of the licensed software. This requires an additional maintenance contract. The scope of the software license often covers only a subset of the capabilities of the actually shipped software. Licensees are only entitled to use those capabilities that they have actually licensed.
- All offered software licenses can be licensed independently from each other unless indicated otherwise in the price list.
- Subsequent license purchases are treated as separate business transactions. Applicable volume discounts and minimum license quantities are calculated based on the size of such additional business transactions only.
- If the Licensee extends his use of the software beyond the limits of his software license (e.g., if he creates additional Named Users or accesses functionality beyond the contractually agreed limit), the additional charge will be invoiced in accordance with the then current list of prices and conditions. There is no option for returning or exchanging software licenses if actual use is less than anticipated or changed.
- The Licensee is obliged to inform SAP without delay of any change in his use of the software, which might alter the scope of required software licenses. The Licensee shall also allow SAP to audit his use of the software.
- Software from third party vendors that is licensed by SAP is subject to the same licensing terms as SAP software unless specific terms apply.
- The requirement to hold a valid software license also applies for the use of new releases of SAP Applications that are still in ramp-up status.

2. Maintenance and Support

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

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

SAP's most important maintenance and support offering is SAP Enterprise Support. The full scope of SAP Enterprise Support currently includes:
Continuous improvement and innovation
Advanced support for Enhancement Packages and other SAP software updates
Global Support Backbone
Mission-critical support
Other components, methodologies, content and community participation

SAP also offers SAP Product Support for Large Enterprises, discussed elsewhere in this contract.

SAP Safeguarding and SAP MaxAttention are offered as additional service offerings to licensees with an existing SAP Enterprise Support or SAP Product Support for Large Enterprises contract.

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.

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. Extended maintenance is an optional offering and requires a separate, additional contract on top of the support contract.

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.

With 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 Enterprise Support or SAP Product Support for Large Enterprises contract. Extended maintenance is an optional offering and requires a separate contract on top of the SAP Enterprise Support and SAP Product Support for Large Enterprises contract. Pricing for extended maintenance is available upon request.

[illegible] Packages and Named Users

SAP licenses its software through a combination of Package licenses and Named User licenses.

Package licenses: Package licenses (or Packages) entitle a Licensee to deploy and use the specified software capabilities provided that the appropriate Named Users are licensed too.
Named User licenses: Every user accessing the licensed Packages needs to have the appropriate Named User license. SAP offers several Named User categories that depend on the role of the individual user. Named User licenses are generally not tied to a specific Package but are valid across all licensed Packages. Named Users may access Packages only to the extent permitted by the licensed Named User category.

This means that a software capability can only be used if (1) the licensee holds the appropriate Package license AND (2) if each user of this capability holds the appropriate Named User license.

In certain scenarios, exemptions from the Named User requirement may apply. In all Business-to-Consumer scenarios, end-consumers are covered by the respective Package license and do not need to be licensed as Named Users. However, all employees or business partners using these scenarios, such as administrators or account executives need to be licensed as Named Users. In certain cases, even employees and business partners may be covered by the respective Package license. Such exceptions will be indicated with the respective Package in the price list.

Packages
Packages are licensed and priced based on key business metrics such as processed orders, contracts, gross written premium, patients treated, etc. A Package may only be used up to the licensed amount of the respective business metric. If the use of a business metric exceeds the licensed limit, the Licensee has to extend his license against an additional fee.

Named User
A Named User is an employee of the Licensee or an employee of Business Third Parties, who is authorized by the Licensee to access, directly or indirectly, the licensed software. The assignment of a Named User license to such an individual is not transferable to other individuals.

User Types
In general, SAP offers the following user types:
SAP Application Users
SAP Platform Users (see section on "Indirect Access")

The user type refers to the overall license scope of the Named Users. Different user types have been offered by SAP in recent years. SAP Application Users is the default user type for the purposes of this contract price list document.

Important note for Licensees with non-R/3 contracts from 2006 and before
Such Licensees may have licensed one of the following previous user types:
mySAP.com
mySAP Business Suite
mySAP.com Solutions (e.g., mySAP ERP, mySAP CRM, mySAP SCM, etc.)

Licensees that have already licensed one or several of the above user types are permitted to extend their contracts by licensing 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.

The above user types already include the use rights for certain core capabilities without requiring an additional Package license. Otherwise, SAP Business Suite and SAP ERP Users can access any Package within the scope of this document in the same way as comparable SAP Application Users. SAP solutions Users can access only

certain Industry Packages and associated supplementary products in conjunction with those Users. Information about permitted Packages is available upon request.

SAP R/3 Licensees are not permitted to license any product covered by this contract document within their SAP R/3 contract and together with SAP R/3 Users. However, they may either convert their existing SAP R/3 license contract in its entirety or close a separate new contract under the current license model.

In case Licensees are converting their SAP R/3 contract in their entirety into a SAP Applications contract they may receive a conversion credit. There is no possibility to convert an SAP R/3 contract only partly into a SAP Applications contract.

Licensees converting an existing SAP R/3, or an existing SAP R/3 plus SAP solutions contract into an SAP Applications contract may receive a 75% conversion credit of the past license payment if the contract value of the newly created SAP Applications contract equals or exceeds the past payment. The new maintenance base will be calculated based on the full contract value of the new SAP Applications contract before application of any credit.

User Categories

For each Named User type, SAP offers a number of user categories that are suited for different user roles. The full descriptor of a Named User license is the combination of user type and user category. For example, SAP offers SAP Application Limited Professional Users, SAP Platform Professional Users, or SAP ERP Employee Users (the latter for certain Licensees only). For simplification, the following text will refer only to user categories assuming that those always have to be used in connection with the relevant user type.

The default user category is the Professional User. All other user categories, e.g., Employee or Limited Professional User are suitable for specific usage scenarios.

Developer User is a Named User authorized to use the development tools provided with SAP NetWeaver for the purpose of modifying the licensed SAP Applications. The Developer User includes the rights granted under the SAP NetWeaver Developer User. The Developer User does not include the rights granted under a Professional User license or Limited Professional User license. However, the Developer User does include the rights granted under an Employee User license.

Business Expert User is a Named User authorized to access SAP Applications who performs performance management and operational related roles supported by the licensed software. Performance management roles are defined through access to Packages for Enterprise Performance Management and for Governance, Risk, and Compliance applications as well as to the Business Information and Analysis Package from the SAP BusinessObjects portfolio provided that those Packages are licensed. The Business Expert User license includes the rights granted under a Professional User license.

Professional User is a Named User authorized to access SAP Applications who performs operational related or limited performance management roles supported by the licensed software. Limited performance management roles are defined through viewing of information (such as reports, ad hoc queries, and dashboards) presented by Packages for Enterprise Performance Management (EPM), by Packages for Governance, Risk, and Compliance (GRC) or by the Business Information and Analysis Package from the SAP BusinessObjects portfolio provided that those Packages are licensed. The Professional User license includes the rights granted under a Limited Professional User license.

Limited Professional User is a Named User authorized to access SAP Applications who performs limited operational related roles supported by the licensed software. For example, users accessing the software solely through handheld device scenarios or manager self service users may be licensed as Limited Professionals. The agreement should define in detail the limited use rights being performed by such Limited Professional Users (see

below). In particular employees of Business Third Parties may be licensed as Limited Professional Users. Those employees of Business Third Parties that are performing functions or roles normally performed by the Licensee's employees, for example independent contractors, consultants or temporary employees need to be licensed as Professional Users. The Limited Professional User license includes the rights granted under a Business Information User and an Employee User license.

Business Information User is a Named User authorized to access SAP Applications solely for limited performance management roles or to view, print, and down-load standard and static reports (embedded read-only analytics) as well as retrieving documents from knowledge management systems. Limited performance management roles are defined through viewing of information (such as reports, ad hoc queries, and dashboards) presented by Packages for Enterprise Performance Management (EPM), by Packages for Governance, Risk, and Compliance (GRC) or by the Business Information and Analysis Package from the SAP BusinessObjects portfolio provided that those Packages are licensed. Each Business Information User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The Business Information User does not include the rights granted under an Employee User license.

Employee User is a Named User authorized to access SAP Applications solely for the purpose of executing the following transactions: (1) desktop procurement self-services, (2) travel planning and expense reporting, (3) talent management self-services including employee appraisals, employee development plans, employee training registration, employee opportunity inquiry and response, (4) read-only analytics embedded in SAP Business Suite applications. Each Employee User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The Employee User license includes the rights granted under an Employee Self Service User license.

Employee Self Service (ESS) User is a Named User authorized to access SAP Applications solely for the purpose of executing the following HR self-services transactions provided that the SAP Enterprise Foundation Package (equiv. SAP ERP Package) is licensed: (1) employee records maintenance, (2) employee time and attendance entry, (3) employee directory, (4) benefits enrollment, and (5) access to enterprise portal. Each Employee Self Service User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals.

Prerequisites

The total number of licensed Limited Professional Users shall not exceed 15% of the total number of licensed Professional Users.

This limit can be exceeded if the following conditions are met. Under no circumstances shall the total number of licensed Limited Professional Users exceed the total number of licensed Professional Users.

1. Limited Professional Users are authorized to access the software solely for the purpose of performing the following roles/tasks:
   - Employees of business third parties that are engaging in a collaborative process and that are not performing functions or roles normally performed by the Licensee's employees, e.g., vendors, development partners, customers etc.
   - Non-executive employee of Licensee limited solely to accessing analytical applications for the purpose of viewing, creating and running reports. Workflow approval is permissible.
   - Non-management employee of Licensee in an operations or project delivery role (e.g., warehouse employee, production line employee) limited solely to the following functionality:
     - Report time against a project or work order
     - Monitor projects or work orders
     - Place and track orders
     - View and print reports and system inquiries

Enter requisitions and confirmations
Approve work orders
Approve material movements
Handle material receipts, put away, pick and ship

2. The Licensee contract explicitly
   identifies the job function (e.g. Warehouse Worker, Call Center, Accounts Payable, etc.) and job category (executive/non-executive) for each Limited Professional User licensed
   limits the license grant of Limited Professional Users to just those functionalities required by the job function listed above
   contains a provision that "The Licensee will be required to license additional usage and pay all applicable additional license fees if any Limited Professional requires the use of additional Software functionality."

Upgrading User Categories

Users may be upgraded to a higher Named User category. A higher user category must include all use rights of the existing Named User license. In case of such upgrade the license for the existing Named User will be terminated and will be replaced by the higher Named User license. The net fee paid for the existing Named User will be fully credited against the net fee of the higher Named User license. The new maintenance base will be calculated on the full contract price for the higher Named User license before application of the credit.

1.1.3 Indirect Access of SAP Software

License requirements are based on the utilization of the software capabilities independent of the technical interface that is chosen to access functions and data.
There are important licensing implications when deploying non-SAP software that interfaces with SAP software or when deploying handheld device scenarios. These implications include:

Users of any non-SAP software indirectly accessing SAP software or any handheld device scenario must also be licensed as Named Users.
A Licensee needs to hold the relevant Package licenses that are being accessed by the non-SAP software or that provide the handheld device scenario.
Beyond the Package and Names User licenses, SAP does not require additional licenses for the use of technical interfaces like enterprise services or BAPIs.

In certain scenarios, like Business-to-Consumer scenarios, exemptions from the Named User requirement may apply Packages addressing such scenarios are listed in the price list under the portfolio category of Enterprise Extensions.

1.1.4 SAP Platform Users

To simplify Named User licensing for users that access SAP Applications exclusively through non-SAP applications, SAP has introduced SAP Platform Users.

SAP Platform Users may (i) access the licensed SAP Applications only through a 3rd party application that is a Platform User License Compliant Solution classified as a Platform User License Compliant Solution after an integration certification test by the SAP Integration and Certification Center and (ii) perform only the roles of the respective user category with respect to the accessed SAP Applications.

As an exception, SAP Platform Professionals Users may also be licensed if the 3rd party application is not a certified solution but interfaces with SAP Applications through enterprise services as defined in the Enterprise Service Repository provided by SAP or through BAPIs provided by SAP.

SAP Platform Users include also use rights of SAP NetWeaver Foundation for Third Party Applications (see chapter "Additional Principle for SAP NetWeaver"). However, in the case of SAP Platform Employee Users and SAP Platform Employee Self Service (ESS) User licenses, the included SAP NetWeaver Foundation for Third Party license applies for the 3rd party application only to the extent that use of this application remains limited to the roles permitted by these Named User licenses.

Please note:
Platform User License Compliant Solution shall mean a 3rd party application which successfully passed the certification test and received a certificate under the terms and conditions of the SAP Integration and Certification Center (ICC) and has been classified "platform User Licensing Compliant" by the SAP ICC. A Platform User License Compliant Solution can interface with licensed SAP software either through enterprise services as defined in the Enterprise Service Repository or through BAPIs provided by SAP.
Please refer to information provided by the SAP Integration Certification Center for list of all Platform User License Compliant Solutions. Search for software category "Platform User Licensing Compliant" http://www.sap.com/ecosystem/customers/directories/SearchSolution.epx
As an exception, Duet is treated as a SAP Certified Integration for the purposes of the definitions of this section. The proper SAP Platform User license is therefore sufficient to fulfill the general user license requirement of Duet. However, it does not include the Duet package license itself.
Supplementary products from 3rd parties are considered as SAP Applications when those products have been licensed from SAP. Such products cannot be accessed with a SAP Platform User license.
Any change of or addition to the Enterprise Service Repository provided by SAP is only allowed subject to prior written approval by SAP and is not covered by the user types as described under this section.

1.1.5 Trial Licenses

SAP offers trial licenses for SAP software to prospective Licensees for evaluation purposes. Trial licenses are available for a limited period of time as specified in a separate trial license agreement, and such licenses may be subject to certain local approvals.

1.1.6 Non-Productive Licenses

Any Package license includes unlimited rights for non-productive use of the same Package such as development, testing, training or creating backups. However, all users like developers, system administrators and trainees accessing the system for such purposes need to be licensed as Named Users.

1.1.7 SAP Best Practices

SAP software may be delivered with detailed customizing settings and master data that have been specially pre-configured to meet the requirements of a specific industry sector or country (SAP Best Practices). SAP Best Practices are included in the respective Package license. Maintenance does not include delivery of new versions of SAP Best Practices.

1.1.8 Modifications and Add-ons

Licensees are entitled to develop Modifications and Add-ons for the SAP software, subject to the conditions as described in section on Additional Provisions. As a prerequisite for Modifications and Add-ons a Licensee has to obtain the required number of Developer User licenses.

The right of the Licensee to operate Modifications (but not Add-ons) is included in the SAP NetWeaver Foundation runtime license that comes with the supported Package. The use of anything beyond a Licensee's Modification requires an additional license of SAP NetWeaver Foundation for Third Party Applications (see chapter "Additional Principle for SAP NetWeaver").

1.1.9 Database Licenses

SAP and 3rd party databases can be licensed through SAP, but are restricted for use with SAP software. Database prices are calculated as a percentage of the SAP Application Value (SAV), which is defined as the total contract value of all Named Users and Packages excluding certain items identified on the SAP price list. Database prices themselves do not contribute to the SAP Application Value. Specific terms may apply, please refer to section on "Additional Provisions - Conditions for the use of Third Party Databases" - for further details.

1.1.10 List Price in Multinational Environments

The list price is determined by the price list of the country where the license agreement is concluded. SAP applications can be deployed in other countries without additional charge (subject to availability restrictions as indicated in the Product Availability Matrix published at www.service.sap.com/pam). Local products can only be used in the country of purchase unless otherwise indicated in the price list.

1.2 Additional Principles for SAP Business Suite

1.2.1 Enterprise Foundation

As an exception, the Enterprise Foundation Package provides not only the use rights for the scope of Enterprise Foundation capabilities but also 5 SAP Application Professional Users. Any additionally required Named Users need to be licensed separately.

Licensing of Enterprise Foundation Package is neither possible nor necessary for Licensees with SAP Business Suite, SAP ERP, or SAP solutions user licenses (initial contract from 2006 or before). The functional scope of SAP Enterprise Foundation Package is identical to the functional scope of the previous ERP Package.

1.2.2 Enterprise Extensions

Enterprise Extension Packages require licensing of Enterprise Foundation Package (equiv. SAP ERP Package), SAP Business Suite Users, or SAP ERP Users.

SAP Business Suite Users or SAP ERP Users are only available for certain Licensees with contracts from 2006 and before.

1.2.3 Industry Portfolios

All Industry Packages are recommended Packages for the relevant industry only. Licensing of Packages for another industry is possible. Most Industry Packages require licensing of SAP Enterprise Foundation Package (equiv. SAP ERP Package), SAP Business Suite Users, or SAP ERP Users.

SAP Business Suite Users or SAP ERP Users are only available for certain Licensees with contracts from 2006 and before.

1.3 Additional Principles for SAP BusinessObjects

1.3.1 Named Users

Use of Packages for Enterprise Performance Management (EPM), use of Packages for Governance, Risk, and Compliance (GRC), administrative use of the Operational Information Management and Analytical Information Management Packages as well as unrestricted use of the Business Information and Analysis Package requires a

Business Expert User license. A Business Analyst User license is sufficient if those applications are deployed without any interface to SAP Business Suite or SAP NetWeaver software.

The Business Analyst User is a special derivative of the Business Expert User that does not include SAP Professional User rights and therefore no right to access data in any SAP Business Suite application.

Viewing of information (such as reports, ad hoc queries, and dashboards) presented by Packages for Enterprise Performance Management (EPM), by Packages for Governance, Risk, and Compliance (GRC) or by the Business Information and Analysis Package requires a Business Information User or a BI Viewer User license.

The BI Viewer User is a special derivative of the Business Information User that does not include the right to access embedded analytics and data in any SAP Business Suite application.

Other Business Intelligence (BI) and Information Management (IM) Packages can only be licensed by Licensees who have already licensed such products from SAP or Business Objects in the past. Use of those Packages requires at least an Employee User license. Such BI and IM Packages do not require Named Users if these applications are deployed without any interface to SAP Business Suite or SAP NetWeaver software.

1.3.2 Databases

Unless specified otherwise in the price list, applications for Governance, Risk, and Compliance (GRC) and Enterprise Performance Management (EPM) may be used with databases licensed by SAP and therefore contribute to SAV.

Unless otherwise specified in the price list, when licensed on a standalone basis, Business Intelligence (BI) and Information Management (IM) products are not SAV relevant and if a separate database license is required for the product, this license must be acquired directly from the database vendor. However, if they are not licensed standalone and require a separate database which is equal to the database of the SAP software, these products are SAV relevant and SAP's standard runtime database licensing requirements apply.

1.4 Additional Principles for SAP NetWeaver

1.4.1 SAP NetWeaver Foundation

An application-specific runtime license of SAP NetWeaver Foundation is included with all Package licenses provided that SAP NetWeaver is delivered with the software. This runtime license permits the Licensee to use the capabilities of SAP NetWeaver Foundation with the respective licensed SAP Application as well as with Licensee's Modifications to the licensed SAP Application. The application-specific runtime license does not permit the use of SAP NetWeaver with other SAP Applications or 3rd party applications. Use of SAP NetWeaver in conjunction with the application-specific runtime license requires the respective SAP Named User license of the respective SAP Application.

If a Licensee wants to use SAP NetWeaver technology outside of the scope of the application-specific runtime license, e.g., with any type of custom-developed or 3rd party application (other than Licensee's Modifications and 3rd party applications licensed from SAP), a separate SAP NetWeaver Foundation for Third Party Applications license needs to be obtained (former SAP NetWeaver Full Use). This license includes the functional scope of the application-specific SAP NetWeaver Foundation license but can be used with any software application. This license includes also a SAP MaxDB database license. There are two mutually exclusive pricing options for SAP NetWeaver Foundation for Third Party Applications. Licensees can license SAP NetWeaver Foundation for Third Party Applications either CPU-based or user-based. Licensees must decide at the time of their initial purchase

which model they choose. Switching or mixing CPU-based and user-based licensing is not permitted for the same Licensee.

Use of SAP NetWeaver in conjunction with SAP NetWeaver Foundation for Third Party Applications requires only the following Named Users for development and administration purposes:

The **SAP NetWeaver Developer User** is only entitled to use the development tools provided with SAP NetWeaver for modifying 3rd party applications or for creating and modifying custom developed applications. Developers and administrators using SAP Connectors, including but not limited to SAP Business Connector, SAP JAVA Connector, SAP .Net Connector, must be licensed as SAP NetWeaver Developer User.
SAP NetWeaver Administration User uses the administration tools provided with SAP NetWeaver for the purpose of administering and managing all SAP NetWeaver capabilities, third party or custom developed applications.

1.4.2 SAP NetWeaver Packages

SAP NetWeaver capabilities that are not included in the SAP NetWeaver Foundation need to be licensed separately through SAP NetWeaver Packages – for example, functionality supporting integration, composition, data management, and data information. A SAP NetWeaver Foundation license (application-specific or for third party applications) is prerequisite for the licensing of all SAP NetWeaver Packages.
SAP's software licenses include the right to integrate a Licensee's SAP Applications among each other. As a consequence, the SAP NetWeaver Process Integration and SAP NetWeaver Identity Management Packages do not need to be licensed separately for SAP to SAP integration or management of SAP identities.

1.4.3 Databases

Any custom developed software or 3rd party application that is developed or deployed using SAP NetWeaver may utilize SAP MaxDB delivered as part of the separate SAP NetWeaver Foundation for Third Party Applications license. Usage of SAP MaxDB with SAP Applications requires an additional database license. For all databases other than SAP MaxDB, the Licensee has to acquire the database license for use with the SAP NetWeaver Foundation for Third Party Applications. Unless otherwise specified in the price list, a license directly from the respective database vendor is required.

2 Contract Price Calculation

2.1 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.

2.2 Volume Discount Schedule

The following discounts shall apply to contract orders.

100	To	125,000	20.25%
125,001	To	350,000	28%
350,001	To	550,000	36%
550,001	& above		45% minimum

1 Definitions

The following definitions apply for section "Fundamentals" as well.

Add-on means any developments that add new and independent functionality, (including any new functional components for business processes not provided by the SAP software), and connect to and/or communicate through published SAP APIs or user exits.

Business Third Party means any third party that requires access to the software in connection with the operation of Licensee's business including, but not limited to, customers, distributors and suppliers.

Enhancement means any developments that customize, enhance, or change existing SAP functionality including, but not limited to, any new APIs, alternative user interfaces, and/or extensions of SAP data structures.

Enterprise Service means an SAP web service that provides business processes or business process steps according to an Enterprise Service Definition, which processes or steps can be used to compose business scenarios.

Enterprise Service Definition means a description of an Enterprise Service, whether in XML or otherwise, that can be used by a software application to invoke and/or receive the described Enterprise Service using commands in that description.

Enterprise Services Repository or **ESR** means a central repository in which Enterprise Service Definitions are stored.

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Modification means (i) any Enhancements and (ii) any alteration to the SAP software including, but not limited to, a change made to the source code and/or metadata of the SAP software.

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Any use of test systems that Licensee is contractually permitted to set up is limited to test the software's functionalities and its suitability for Licensee's purposes. Therefore, Licensee shall not use the software or prepare it for any live operation use.

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In case Licensee receives new software that replaces existing software, including but not limited to a defect remedy or through maintenance, Licensee's rights described hereunder with regard to the existing software shall terminate when Licensee goes live with the new software. Licensee is permitted for a period of three months to use the new software on its test system, while also still using earlier software live.

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Any assignment of or transfer of Licensee's rights and/or obligations under the contract requires SAP's prior written consent.

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The electronic transfer or download of the software can constitute an export as well as any physical shipping of data media. The Licensee shall seek advice from the competent authorities and apply for any required authorization.

The import and the use of the software in the country of destination may also be restricted or banned by national regulation of that country.

SAP Business Connector

Licensee is eligible to obtain delivery of the SAP Business Connector by download from an SAP website located in the USA upon its online certification that:

it will use the SAP Business Connector solely for commercial purposes;
Licensee will not permit use of the SAP Business Connector by any governmental or quasi-governmental agency foreign to the United States;
neither it nor any of its individual end users have been denied export privileges by the United States;
the SAP Business Connector will be used exclusively by the company represented by the SAP Licensee ID entered on the SAP website to obtain the software;
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SAP Java Crypto Toolkit

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Other restrictions may apply in individual cases. In particular, corresponding laws and regulations in the recipient country may exist that
prohibit the export and
restrict the import or the use of cryptographic software.

Licensee is responsible for compliance with the respective laws and regulations.

5 Operating Power Stations and Mass Transit Applications

The software may not be used to operate power stations or mass transit applications.

6 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 contract terms.

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 contract. 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.

7 Modifications and Add-ons to SAP Software

7.1 Tools

The software, particularly the ABAP Workbench and SAP NetWeaver, contains software tools. The tools may not be transferred, either in whole or in part, into modified or created software. The Licensee may only use these tools to program Modifications or to create Add-ons to the SAP software in accordance with the terms and conditions set forth herein.

7.2 Function Modules

The SAP software contains 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 to the software.

The function modules may not be modified or decompiled.

7.3 Modifications and Add-ons to the Software

Licensee shall be entitled to develop Modifications and Add-ons for the SAP software, subject to the conditions set forth in this section. The right to operate a Licensee's Modifications is included in the run-time license of SAP NetWeaver Foundation. The use of anything beyond a Modification requires an additional SAP NetWeaver Foundation for Third Party Applications license. Typically, a development project or the separate installation of

the SAP Web Application Server, for example, indicates clearly "beyond modification of supported business scenarios" and requires additional licensing.

7.3.1 Modifications

The ownership of Modifications and any Intellectual Property Rights embodied therein, shall vest with SAP.

Licensee irrevocably assigns to SAP all Licensee's rights, title and interest ("Assigned Intellectual Property Rights") in and to the Modifications, including the right to register or file proprietary rights based thereon. Licensee further agrees to provide to SAP promptly upon the SAP's request all pertinent facts and documents relating to such Modifications, and to perform promptly such lawful acts and to sign promptly such further applications, assignments, statements, and other lawful documents as SAP may reasonably request to effectuate fully this assignment. Where such assignment is not legally possible, Licensee hereby grants SAP a non-exclusive, worldwide, perpetual, fully paid up, royalty free, irrevocable license, (including the right to grant sublicenses), under all of Licensee's Intellectual Property Rights, to use, reproduce, display, distribute, and create derivative works of the Modifications, as well as to make, have made, use, lease, sell, offer for sale, import, export or otherwise transfer any product (including through standard tiers of distribution), and to practice any method covered by any Intellectual Property Rights in, the Modifications. Any assignments and/or grants of rights under this agreement shall take effect immediately upon the creation of the respective Modifications. SAP now accepts such assignment or grant of rights, as the case may be, in the Modifications.

SAP hereby grants to Licensee a non-exclusive, limited license to use such Modifications; the scope of Licensee's license to use the Licensee created Modifications shall be the same as the scope of the Licensee's rights to use the SAP software on which such Modifications are based.

The same applies, if SAP carries out Modifications on behalf of or with assistance by the Licensee. Licensee further covenants to enter into adequate agreements with any of its employees or any Business Third Party engaged in the development of such Modifications to ensure that Licensee can provide to SAP the full scope of assignment(s) or grant(s) of rights set forth in this section. Insofar as the aforementioned Modifications incorporate pre-existing Intellectual Property Rights owned by Licensee, or third party materials licensed by Licensee ("Background Materials"), Licensee hereby grants to SAP a non-exclusive, worldwide, perpetual, fully paid up, royalty free, irrevocable license, (including the right to grant sublicenses), under all of Licensee's Intellectual Property Rights in such Background Materials, to use, reproduce, display, distribute, and create derivative works of the Modifications that include such Background Materials, as well as to make, have made, use, lease, sell, offer for sale, import, export or otherwise transfer any product (including through standard tiers of distribution), and to practice any method covered by any Intellectual Property Rights in, the Modifications that include such Background Materials. To the extent Licensee does not have sufficient rights to grant SAP this license to any third party materials included in the Modifications, Licensee covenants to use its best efforts to procure such rights for SAP in and to the third party materials incorporated in such Modifications.

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The ownership of any newly developed Intellectual Property Rights embodied in any Add-ons developed by the Licensee (without the assistance of SAP) shall vest in Licensee, subject to SAP's ownership of the SAP software and any other existing SAP Intellectual Property Rights.

Licensee hereby grants to SAP a non-exclusive, worldwide, perpetual, fully paid up, royalty free, irrevocable license (including the right to grant sublicenses), under all of Licensee's Intellectual Property Rights to use, reproduce, display, distribute, and create derivative works of, as well as to make, have made, use, lease, sell, offer for sale, import, export or otherwise transfer any product (including through standard tiers of distribution),

and to practice any method covered by any Intellectual Property Rights embodied in the Add-on, except for any copyrights in the actual source code of the Add-on.

The Licensee must inform SAP about the creation of any Add-ons, and offer SAP the opportunity to negotiate the exclusive purchase of the Licensee's Add-on (including any Licensee Intellectual Property Rights embodies therein) in return for a suitable remuneration.

7.3.3 Additional Enterprise Service Licensing Terms for Modifications and Add-ons

The following section identifies additional licensing terms pertaining to the Enterprise Services and Enterprise Service related content. These terms do not supplant any of the other licensing terms set forth in section 7 herein, but apply in addition to those other terms with respect to the Enterprise Services.

SAP Enterprise Services are defined by Enterprise Service Definitions stored in the SAP software within an Enterprise Services Repository, or ESR.

In order to create Add-ons that invoke and/or receive Enterprise Services, and conditioned upon Licensee's full compliance with the terms of use herein, SAP hereby grants to Licensee a limited, royalty-free, fully paid-up, non-exclusive, worldwide, non-transferable right and license to reproduce Enterprise Service Definitions solely for the purpose of incorporating them into Licensee's Add-ons provided, however, that Licensee has no right to transfer, sublicense or otherwise distribute any Enterprise Service Definition to any third party on a stand-alone basis.
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Any Add-ons that invoke or receive Enterprise Services, as well as any Modifications to content in the ESR must, at a minimum (and subject to other limitations set forth herein)
add material functionality above and beyond the functionality provided by the SAP software (for example, providing the functionality of an Enterprise Service through a different interface does not constitute the addition of material functionality);
not provide the functionality of one or more Enterprise Services under Licensee's trademark or trade name;
not unreasonably impair, degrade or reduce the performance of the SAP software;
not enable the bypassing or circumventing of SAP license restrictions and/or provide users with access to the SAP software to which such users are not directly licensed;
not permit mass data or metadata extraction from an SAP software to non-SAP software; or
not create a new system of record for SAP data.

Further, Add-ons that invoke or receive and Enterprise Services must:
only use Enterprise Service Definitions solely for the purpose of directly invoking and/or receiving one or more Enterprise Services from the SAP software in order to produce the intended results of those Services;
provide those results, data, or other information (i) back to the SAP software, or (ii) to an end user;
not provide from non-SAP software the same functionality as an Enterprise Service through the use of an Enterprise Service Definition (or a derivative work thereof); and
not be a software development tool.

In exchange for the right to create (i) Add-ons that invoke or receive Enterprise Services and (ii) Modifications of ESR Content, Licensee covenants not to assert against SAP or their resellers, distributors, suppliers, commercial partners and Licensees, any rights in Licensee's Add-ons, Modifications, or covering or reading upon any content contained in or functionality of the ESR, the Enterprise Service Definitions, Enterprise Services and/or any component of the SAP software used to provide Enterprise Services or any other functionality of the SAP software accessed by the Add-on.

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7.4 Joint Provisions

The Licensee creates Modifications or Add-ons to the SAP software and uses the tools and function modules at its own risk, and only if it is technically capable of doing so without unauthorized decompiling of the software.

SAP hereby draws the Licensee's attention to the fact that that even minor Modifications to the software may lead to major, unforeseeable malfunctions in the modified, enhanced software or other software. The Licensee is therefore warned against the creation of its own Modifications or Add-ons; the Licensee bears full responsibility for any such Modifications or Add-ons. If defects or malfunctions are attributable to Modifications, or Add-ons created by or on behalf of the Licensee, SAP is not required to meet any warranty obligations and excludes all liability. Additional costs arising for SAP in this regard are payable by the Licensee.

SAP is not responsible for any Java developments/implementations Licensee (1) develops in connection with the creation of any Modifications or Add-ons to the SAP software, or (2) uses with the tools and function modules.

Please acknowledge: If the Licensee creates new Java developments/implementation (either itself or with assistance of a third party), the following restrictions and conditions shall apply:

Never use class and package names that collide with existing SAP class and package names. Package names must conform to universal Java conventions and "SAP" is not allowed to be part of a package name.

The application programming interfaces (APIs) used by the software are subject to change. SAP does not guarantee or warrant that the API will stay compatible through future releases.

The responsibility for newly created Java developments/implementation and their effects on SAP software or other software as well as on processed data lies entirely by the Licensee and/or the creator of those developments/implementations. SAP will have no responsibility or liability whatsoever resulting from your newly created Java developments/implementation or any effect this will have on the software.

7.5 Non-Disclosure

Unauthorized third parties may not be given access to the software, documentation and confidential information provided by SAP without the express permission of SAP.

7.6 Involvement of SAP

Developments undertaken by the Licensee do not affect SAP's own development activities in any way. Nothing shall restrict SAP's freedom to independently develop any new or improved functionalities, products, means, systems and/or processes related to SAP software, including but not limited to Modifications, Enhancements or Add-ons, which, in whole or in parts are congruent, similar and/or comparable to developments by Licensee.

8 Best Practices for Individual SAP Solutions

The 'Best Practices for individual SAP solutions' software (without surcharge for Licensees) contains detailed customizing settings and master data of SAP software that has been specially pre-configured to meet the requirements of a specific industry sector or country. The software contains settings that relate to all the clients in the SAP software (cross-client settings). It is not allowed to load the settings into a system with productive clients. Further details on the installation are given in the "Installation Guide" delivered with the product.

Any services, particularly those regarding customizing settings and master and transaction data in the Licensee's SAP software, are not part of the product. Software maintenance does not contain delivery of new versions/releases of SAP's Best Practices software to the Licensee.

9 Product-specific Restrictions

9.1 Enterprise Extensions

SAP Payroll Processing

Payroll Processing for the USA requires partner software that is subject to additional license fees.

BSI U.S. Payroll Tax Processing

Requires licensing of SAP Payroll Processing. Special maintenance agreement required.

SAP Enterprise Learning Environment

SAP Enterprise Learning Environment includes the capabilities covered by Adobe Connect Meeting for use as a virtual classroom environment (for usage with "SAP Enterprise Learning Environment" only).

SAP Treasury and Risk Management

Use of SAP Treasury and Risk Management is limited to a maximum of a hundred (100) active, investment-related security classes in the securities area. In case a larger number of security classes are required, the Industry Package SAP Investment Management for Insurance and/ or SAP Investment Controlling for Insurance have to be licensed.

SAP Treasury and Risk Management, Public Sector

Use of SAP Treasury and Risk Management, Public Sector is limited to a maximum of a hundred (100) active, investment-related security classes in the securities area. In case a larger number of security classes are required, the Industry Package SAP Investment Management for Insurance and/ or SAP Investment Controlling for Insurance have to be licensed.

SAP Treasury and Risk Management, Defense & Security

Use of SAP Treasury and Risk Management, Defense & Security is limited to a maximum of a hundred (100) active, investment-related security classes in the securities area. In case a larger number of security classes are required, the Industry Package SAP Investment Management for Insurance and/ or SAP Investment Controlling for Insurance have to be licensed.

SAP Bank Communication Management

SAP Bank Communication Management includes SAP Integration Package for SWIFT.

SAP Environment, Health and Safety (EHS) Management

Note that SAP does not support dangerous goods/hazardous material checks (particularly with regard to class 1 and 7) and therefore does not deliver any such checks with its software. The customer shall be responsible for reviewing any dangerous goods/hazardous material checks made by using SAP software.

SAP EHS Management: product and REACH compliance

SAP EHS Management: product and REACH compliance includes the usage rights of the following EHS functionality for usage in conjunction with SAP EHS Management: product and REACH compliance only: substance data base, specification management, substance volume tracking, and the IUCLID5 interface.

SAP Incentive and Commission Management

The list price comprises the management of the basic elements commission recipients and contracts, as well as the basic processes valuation, remuneration, closing, and settlement. What is more, the option price comprises further functionalities such as manual commission posting, bonus calculation, and target agreement management. Excluded is the functionalities portfolio assignment, credentialing, and risk reduction strategies (actual commissioning and liability management). In case such functionalities are required the corresponding industry package has to be licensed.

SAP Recycling Administration

Functional support for any local or legal requirements for any of these solution components does not fall under the purview of the standard maintenance agreement. A separate service agreement has to be concluded for this purpose.

9.2 Industry Packages

SAP Upstream Contracts Management for Oil & Gas

Functional support for any local or legal requirements for any of these solution components does not fall under the purview of the standard maintenance agreement. A separate service agreement has to be concluded for this purpose

SAP Secondary Distribution for Oil & Gas

The license for "SAP Secondary Distribution for Oil & Gas" includes a license of the industry package "SAP Downstream Marketing & Logistics for Oil & Gas" for up to 25,000 BOEPD. For these 25,000 BOEPD, customers need to license at least 4 "SAP Secondary Distribution for Oil & Gas" users per 1000 BOEPD (e.g., 10 000 sold BOEPD -> licensing of 40 users minimum). Customers selling more than 25,000 BOEPD need to license the industry package "SAP Downstream Marketing & Logistics for Oil & Gas" separately for the sales volumes above 25,000 BOEPD.

Refined product volumes are considered as equal to crude oil volumes, e.g., one barrel of diesel equals one barrel of crude oil.

SAP Military Data Exchange

SAP Military Data Exchange is not available for all countries, for details please see contact information at www.sap.com/defense-security.

SAP Customer Financial Information Management for Insurance

For the use within the SAP solutions Policy Management FS-PM, Claims Management FS-CM, Billing and Payment FS-CD, Incentive Management FS-ICM a separate purchase is not required.

9.3 SAP NetWeaver

Adapters are only available with a SAP NetWeaver PI license. Adapters are licensed for a defined release of a backend system or protocol. Maintenance for adapters covers the support of connectivity to a backend system or compliance to a protocol specification at that given release at the time of licensing. It is within SAP's sole discretion to extend the use rights of an adapter (either partly or fully) to a higher release of the respective backend system or protocol. This applies to change of version of protocols as well.

SAP NetWeaver PI Adapters

The adapters listed here are available free of charge with the SAP NetWeaver PI license: CICS Adapter by iWay, TMS/IMS Adapter by iWay, JD EDWARDS ONE WORLD XE Adapter by iWay, ORACLE Adapter by iWay, PeopleSoft Adapter by iWay, Siebel Adapter by iWay, JDE World Adapter by iWay, SAP NetWeaver Adapter for IDOCs, SAP NetWeaver Adapter for RFCs, SAP NetWeaver Adapter for File/FTP, SAP NetWeaver Adapter for Http(s), SAP NetWeaver Adapter for SOAP, SAP NetWeaver Adapter for JMS, SAP NetWeaver Adapter for JDBC, SAP NetWeaver Adapter for Mail Protocols (pop, imap, smtp), SAP NetWeaver Adapter for SAP BC Protocol.

SAP NetWeaver Partner Connectivity Kit

The J2EE based SAP Partner Connectivity Kit allows companies that do not operate their own EAI tool to connect their systems via RFC-, File-, JDBC-, or JMS-Adapter to SAP PI operated by their business partners.

SAP NetWeaver OpenHub

SAP NetWeaver OpenHub has to be licensed whenever data is being extracted and transferred from SAP NetWeaver BW into third party target systems.

SAP NetWeaver BeXBroadcaster

Broadcasting recipients accessing SAP solutions or their respective components need to be licensed for such solutions. SAP NetWeaver BeX Broadcaster, provides Licensees with the ability to broadcast SAP NetWeaver BW information (ie BeX reports, BeX Queries and BeX workbooks) to support the distribution of mass information to large audiences in a personalized and secure manner.

SAP NetWeaver Business Warehouse Accelerator

Certain hardware restrictions may apply – details are available upon request.

SAP NetWeaver Enterprise Search

Certain hardware restrictions may apply – details are available upon request.

SAP NetWeaver Master Data Management Print/ PCM

MDM Print is the SAP solution for print catalogue publishing; it requires the purchase of either MDM for the product object or MDM PCM (which themselves do not include MDM Print).

SAP NetWeaver Identity Management

Identity Management usage is for free for all identities that are managed in SAP applications only. For connections via SAP NetWeaver Identity Management to non-SAP Applications licenses for SAP NetWeaver Identity Management are required.

SAP NetWeaver Foundation for Third Party Applications

Customers must decide the first time they purchase or license a SAP NetWeaver Foundation for Third Party Applications license which model (user-based or CPU-based) they choose. Switching or mixing CPU-based and user-based licensing for SAP NetWeaver Foundation for Third Party Applications is not permitted.

9.4 SAP Analytics

SAP Analytics is a set of applications that are developed utilizing SAP NetWeaver tools and that are run on SAP NetWeaver components. Use of this set of applications requires an appropriate Named User license for SAP Business Suite or individual SAP solutions or SAP Applications.

SAP Analytics can be downloaded from SAP Service Marketplace.

SAP Analytics will not be maintained or supported by SAP, nor will SAP provide new versions and/or releases of such SAP Analytics.

9.5 SAP BusinessObjects

Named User License (NUL) metric for SAP BusinessObjects Packages

When a SAP BusinessObjects package is licensed using the metric "NUL" (named users license) basis, each individual user must be specifically identified as the sole holder of a NUL. The sharing of the NUL by more than one individual is expressly prohibited. In addition, NUL(s) may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the Licensed Product.

It doesn't matter how many individuals are working concurrently with the software. There is no limit on number of processors or servers used.

This metric does not replace the overall SAP Named User principle (see section A.1 on Key Licensing Principles).

Crystal Reports Professional and Developer

1. Designer Tools:

The Crystal Reports report design application and utilities installed by the Crystal Reports setup program ("Designer Tools") are licensed on a NUL basis. Each copy of Crystal Reports Professional, Crystal Reports Developer and Crystal Reports Server includes one NUL of the Designer Tools.

2. Crystal Reports Developer Runtime Product (Applicable to Crystal Reports Developer Only):

2.1 Definitions Applicable to Crystal Reports Developer:

"*Client Application*" means an application developed by Licensee that a) utilizes the Runtime Product, b) is installed fully on an end user's machine, with all report processing local to that machine, and c) adds significant and primary functionality to the Runtime Product.

"*Internal Installation*" or "*Internally Install*" means installing into production Client Applications and/or Server Applications on one or more computers within Licensee's company or organization only in connection with Licensee's internal business purposes.

"*Distribution*" or "*Distribute*" means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Licensee's company or organization.

"*Runtime Product*" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with the Product.

"*Server Application*" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than one user to access the Runtime Product either directly or indirectly through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client Application installed in a Windows terminal server environment (e.g., Citrix or Microsoft Remote Desktop Platform) is a Server Application.

2.2 Use of the Runtime Product:
Licensee may install and use a single copy of the Runtime Product to develop Client Applications and Server Applications. The Distribution and Internal Installation terms and conditions differ based on the type of applications Licensee develops, as described in the following sections.

2.3 Internal Installation of Client Applications and Server Applications.
Licensor grants Licensee a personal, nonexclusive, limited license to internally install the runtime product with Client Applications and Server Applications.

2.4 Distribution of Client Applications.
Subject to Licensee's compliance with all of the terms herein, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.

2.5 Distribution of Server Applications.
Subject to Licensee's compliance with all of the terms herein, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that either a) Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports or b) Licensee owns at least one licensed copy of Crystal Reports Developer Advantage, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports Developer Advantage.

2.6 Runtime Product Distribution Requirements.
If Licensee distributes the Runtime Product to third parties pursuant to the above, Licensee shall comply with the following requirements:

(a) Licensee remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Runtime Product copies or sample applications;
(b) Licensee does not use the name, logo, or trademark of Licensor, or the Product, without prior written permission from Licensor;
(c) Licensee will defend, indemnify and hold Licensor harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;
(d) Licensee shall not distribute the Runtime Product with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as Licensor product offerings; and
(e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the following:
End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;
End User agrees not to distribute the Runtime Product to any third party or use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;

End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with Licensor product offerings;
End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Licensor;

LICENSOR AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE APPLICATION OR RUNTIME PRODUCT.

Dashboard and Visualization

The software components, tools, and utilities supplied with an Analytic or Dashboard Builder may only be used with the product with which they were provided. In addition, the Web Intelligence utilities provided with Dashboard Builder may only be used to view the analytic templates provided with Dashboard Builder.

SAP® BusinessObjects™ Xcelsius® Enterprise software:
Definitions applicable to Xcelsius® and SAP® BusinessObjects™ Xcelsius® Enterprise:
"Connected Presentation" means an Adobe® Flash® application created with Crystal Xcelsius Designer or SAP BusinessObjects Xcelsius Enterprise that connects to an external data source.
"Self-Contained Presentation" means a presentation created with Xcelsius Designer, Xcelsius Standard or Professional, or SAP BusinessObjects Xcelsius Enterprise that does not connect to an external data source.
Xcelsius Standard and Professional; Xcelsius Designer; SAP BusinessObjects Xcelsius Enterprise. The design application and utilities installed by the setup program ("Xcelsius Designer Tools") are licensed on a Named User License (NUL) basis. Each copy of Xcelsius Standard, Xcelsius Professional, Xcelsius Designer and SAP BusinessObjects Xcelsius Enterprise includes one Named User license of the Xcelsius Designer Tools. A NUL of these products may be installed and used only on a single computer. Xcelsius Designer may not be used to create a Connected Presentation that connects to SAP BusinessObjects Enterprise, SAP BusinessObjects Edge, or other SAP software.

Xcelsius Viewer; Xcelsius Enterprise Interactive Viewing. A Xcelsius Viewer license is required to permit users to access, view or use Connected Presentations except that a Xcelsius Enterprise Interactive Viewing license must be acquired to access, view or use Connected Presentations that connect to SAP BusinessObjects Enterprise, SAP BusinessObjects Edge, or other SAP software. If Xcelsius Viewer or Xcelsius Enterprise Interactive Viewing is licensed on a Processor basis, Licensee may not view or use the Connected Presentations outside the server where the Connected Presentations are stored. A Named User Xcelsius Viewer or Xcelsius Enterprise Interactive Viewing License must be acquired to allow each user to access, view, or use the Connected Presentations outside of such server environment. The Named User who developed the Connected Presentations may access, view or use the Connected Presentations without a Xcelsius Viewer or Xcelsius Enterprise Interactive Viewing license.
Internal Distribution and Use of Connected Presentations. Connected Presentations may be used only for Licensee's internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

Third Party Products

Under this section, "Third Party Product" means Third Party Software and any related content as specified in an Order Schedule, Purchase Order, End User License Agreement or Documentation. If included with the Third Party Product, use thereof is further governed by the terms and conditions of the shrink-wrap or click-wrap

agreement accompanying such Third Party Product ("Third Party End User Agreement"). All Third Party Products are restricted for use solely in conjunction with the particular Licensed Product intended by SAP to be used therewith or with which SAP provides the Third Party Product, and may not be used with any other SAP Products, or on a standalone basis.

Additional License Conditions on RWD for SAP Business Objects only Licensees

SAP Productivity Composer by RWD and SAP Productivity Pak by RWD

Subject to the maximum licensed capacity purchased by Licensee, Licensee may use SAP Productivity Composer by RWD or SAP Productivity Pak by RWD ("RWD") for creating, modifying or customizing content for SAP BusinessObjects Applications. If Licensee uses RWD in connection with content used or processed for SAP Applications, the type of license of RWD must match the type of license of the SAP Applications (for example, SAP BusinessObjects Named User License for RWD may not be used to create, modify or customize content for any SAP Application that Licensee has acquired licenses on an employee or professional named user basis). SAP Productivity Composer by RWD and SAP Productivity Pak by RWD are Third Party Products. Licensor will provide Support Services to Licensee to the degree RWD provides such maintenance and technical support services to Licensor, and only so long as Licensee is subscribed to and paying for Support Services.

Additional License Conditions for Knowledge Accelerator

SAP BusinessObjects Knowledge Accelerator (other than on RWD platform)

SAP BusinessObjects Knowledge Accelerator may be used to meet Licensee's employee training needs and may not be used by or on behalf of any third party. SAP BusinessObjects Knowledge Accelerator other than on RWD Platform is an older version of Knowledge Accelerator (pre-XI release 3) which will continue to be sold by SAP BusinessObjects. The following statements relate only to this older version of Business Objects Knowledge Accelerator: Any customization tools included with the SAP BusinessObjects Knowledge Accelerator Software (Global KnowledgeTM OnDemand-for-Business Objects Software) shall be used only for modifying or customizing the content developed by SAP BusinessObjects Knowledge Accelerator Software, and only by the number of instructional designers and administrators specified in this Order Schedule. Licensee shall not modify, reverse engineer, or distribute for commercial or non-commercial use such tools, or use such tools to develop other content, including content related to other Licensor products.

Knowledge Accelerator on RWD Platform

SAP BusinessObjects Knowledge Accelerator may be used to meet Licensee's employee training needs and may not be used by or on behalf of any third party. Notwithstanding any other provision of the Training Schedule, NULs of Knowledge Accelerator may not be transferred to other individuals, even if the original user is no longer permitted access to Knowledge Accelerator. If an individual is no longer employed by Licensee, Licensee may transfer such individual's NUL to another user.

Limitations on Sale or Export of SAP BusinessObjects Licenses

The following statement applies to all SAP BusinessObjects products without exception. "The Use of this Software is subject to the U.S. Export Administration Regulations. Licensee agrees to the following: (a) Licensee is not a citizen, national or resident of, and is not under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan nor any other country to which the United States has prohibited export; (b) Licensee will not export or re-export the Software, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) Licensee is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is Licensee listed on the United States Department of Commerce Table of Denial Orders; (d) Licensee will not export or re-export the Software, directly, or indirectly, to persons on the above mentioned lists; and (e) Licensee will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. For additional information, see

www.businessobjects.com/export. This provision shall survive the expiration or earlier termination of this Agreement."

9.6 Databases

DB2 Enterprise Edition for Linux, Unix and Windows:
- Database partitioning included

Oracle DB:
- Enterprise Edition, Oracle Objects Option, Partitioning, Intermedia. The following packs are part of the license and delivery, but they are not actively supported by SAP: Standard Management Pack, DBA Management Pack, Diagnostic Pack, Tuning Pack, and Change Management Pack.

DB2 for z/OS:
- DB2 for z/OS and S/390, IBM DB2 Operational Utilities for z/OS, IBM DB2 Diagnostic and Recovery Utilities for z/OS, IBM DB2 Connect Enterprise Edition. Upgrade options for customers having licensed DB2 for OS/390 before October 1, 2003 are available upon request.

It is not allowed to license more than one database within one contract.

Database Migration:
In case of a DB migration the maintenance calculation for the target DB is based on the standard percentage of the total SAV and not the migration percentage.

10 Open Source

Special conditions may apply to Open Source products made available by SAP. These conditions are part of the applicable product documentation and/or Installation Guide. Licensee agrees to adhere to any of those special terms. A detailed definition of Open Source can be found under www.opensource.org/.

11 Third Party Software

Generally, third-party products licensed from SAP are considered as SAP Applications for the purposes of this document. However, some restrictions apply as described below.

Use of third-party products is allowed only for the purposes envisioned herein and the associated product documentation. All other use, even if it is technically possible, represents a breach of the contractually agreed purpose and is not permitted. SAP is not authorized to allow the Licensee to create Modifications, Enhancements or to create Add-ons of third-party software; in particular, this applies to the modification or extension of databases. Subject to the product specific terms and conditions of the third party products, interfacing to and processing of data from non SAP software products is allowed.

Third-party software licensed -as part of SAP products (embedded) - include only those rights that are necessary to use them in association with the SAP Software or as expressly set forth hereunder.

Availability of third party products may be limited to certain platforms including but not limited to databases and operating systems. Special license terms may apply to third party software as set forth herein or in the related documentation delivered with such third party software.

The duration of maintenance and support for third party products may differ from SAP Maintenance and Support.

Third party software means any software owned by a third party and licensed to SAP for distribution:

by SAP on a resale or license base as Supplementary Product or separate component (reselling). These Third party products are marked in the price lists.
as part of an SAP product (embedding).

12 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.

12.1 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.

12.2 Conditions for the Use of the Microsoft SQL-Server

12.2.1 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 in Section 1.b 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.

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, DECOMPILATION, 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 DATABSE 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.

12.2.2 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.

13 Conditions for the Licensing and Use of Content

Special conditions may apply to content made available by SAP, including those included herein, the applicable product documentation and/or Installation Guide for third party content, pursuant to which SAP may be required to pass through specific terms to Licensee. Licensee agrees to adhere to any content related additional terms.

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.

1 Maintenance Phases and Support Offerings

In order to receive support the Licensee needs to define a central point of contact for contract processing with SAP, including license audit, billing, order processing, user master and installation data management.
The scope of services of SAP Product Support for Large Enterprises and SAP Enterprise Support for a specific software release depends on the maintenance phase this release is in. The currently valid and offered maintenance durations and phases for individual releases are published at www.service.sap.com/pam.

The maintenance phases described in section 1.1 apply for SAP Business Suite as well as SAP NetWeaver. For the SAP BusinessObjects portfolio, different maintenance phases may apply.

1.1 Maintenance Phases

1.1.1 Mainstream Maintenance

Mainstream maintenance is the first maintenance phase for a release, starting with the release to customer date. During mainstream maintenance, the Licensee receives the full scope of SAP Product Support for Large Enterprises's and SAP Enterprise Support's features as defined below. Mainstream maintenance is covered by the SAP Product Support for Large Enterprises or SAP Enterprise Support contract.

1.1.2 Extended Maintenance

After the end of the mainstream maintenance period, SAP may offer extended maintenance for selected releases of SAP software. During the extended maintenance phase, the scope of support is usually similar to the scope during mainstream maintenance. For some releases some restrictions may apply, that is, the scope of SAP Product Support for Large Enterprises and SAP Enterprise Support may be reduced.

The duration and the scope of extended maintenance are specified individually for each release. For detailed information on the availability, scope and restrictions of extended maintenance please check www.service.sap.com/maintenance.

Extended maintenance is an optional offering and requires a separate, additional contract on top of the SAP Product Support for Large Enterprises and SAP Enterprise Support contract.

1.1.3 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 this phase, the Licensee receives similar support services as in the mainstream maintenance phase, with some restrictions; that is, the scope of SAP Product Support for Large Enterprises and SAP Enterprise Support is reduced. For detailed information please refer to www.service.sap.com/maintenance.

Customer-specific maintenance is covered by the SAP Product Support for Large Enterprises and SAP Enterprise Support contract.

1.2 SAP Enterprise Support

1.2.1 Definitions

The following definitions only apply to this Section 1.2.

"**SAP Software**" shall mean all standard software licensed from SAP excluding SAP Software to which special support agreements apply.

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

"**SAP Software Solution(s)**" shall mean a group of one or multiple Production Systems running SAP Software and focusing on a specific functional aspect of the Licensee's business. Details and examples can be found on the SAP Service Marketplace.

"**Customer Solution**" shall mean SAP Software and any other software licensed by Licensee from third parties provided such third party software is operated in conjunction with SAP Software.

"**Go-Live**" marks the point in time from when, after implementation of SAP Software or an upgrade of the SAP Software, the SAP Software is used by Licensee for the processing of real data in live operation mode and for running Licensee's business.

"**Top-Issue**" 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 Production System.

"**Local Office Time**" shall be defined as 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. With regard to SAP Enterprise Support only, both parties can mutually agree upon a different registered office of one of SAP's affiliates to apply and serve as reference for the Local Office Time.

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

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

1.2.2 Scope of SAP Enterprise Support

During the mainstream maintenance phase, the Licensee receives the full scope of SAP Enterprise Support. During extended maintenance, the scope is usually similar to the scope during mainstream maintenance, but it may be reduced, depending on the individual release for which extended maintenance is offered. During customer-specific maintenance, the scope is reduced. The full scope of SAP Enterprise Support currently includes:

Continuous Improvement and Innovation

New software releases of the licensed Enterprise Support Solutions[1], 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.

[1] Enterprise Support Solutions are SAP Software covered by SAP Enterprise Support

For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP provides enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP may provide one enhancement package or other update per calendar year.
Technology updates to support third-party operating systems and databases. Details on SAP's release strategy and recommendations for technology updates for SAP's enhancement packages can be found on the SAP Service Marketplace.
Available ABAP source code for Enterprise Support Solutions applications and additionally released and supported function modules.
Software change management, such as changed configuration settings or Enterprise Support Solutions upgrades, is supported, currently through content and information material, tools for client copy and entity copy, and tools for comparing customization.
SAP provides Licensee with up to five days remote support services per calendar year from SAP solution architects to assist Licensee in evaluating the innovation capabilities of the latest SAP enhancement package and how it may be deployed for Licensee's business process requirements. SAP and Licensee shall schedule such service as mutually agreed.
Configuration guidelines and content for Enterprise Support Solutions is usually shipped via SAP Solution Manager (see also SAP's product standard "SAP Business Solution Configuration Standard").
Best practices for SAP System Administration and SAP Solution Operations for Enterprise Support Solutions.
SAP configuration and operation content is supported as integral parts of Enterprise Support Solutions.
Content, tools and process descriptions for SAP Lifecycle Management are part of the SAP Solution Manager Enterprise Edition, the Enterprise Support Solutions and/or the applicable Documentation for the Enterprise Support Solutions.

Advanced Support for Enhancement Packages and other SAP Software Updates

SAP offers special remote checks delivered by SAP solution experts to analyze planned or existing modifications and identify possible conflicts between Licensee custom code and enhancement packages and other Enterprise Support Solutions updates. Each check is conducted for one specific modification in one of Licensee's core business process steps. Licensee is entitled to receive two out of the following services per calendar year per SAP Software Solution.

- Modification Justification: Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager, SAP identifies standard functionality of Enterprise Support Solutions which may fulfill the Licensee's requirements (for details see http://service.sap.com/).
- Custom Code Maintainability: Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager, SAP identifies which user exits and services may be available to separate custom code from SAP code (for details see http://service.sap.com/).

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 only.
SAP Notes on the SAP Service Marketplace document software errors and contain information on how to remedy, avoid and bypass these errors. SAP Notes may contain coding corrections that Licensees can implement into their SAP system. SAP Notes also document other problems or Licensee 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.

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.
SAP Support Advisory Center
Continuous Quality Checks
Global 7*24 Root Cause Analysis and escalation procedures
Root Cause Analysis for Custom Code: For Licensee custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis, according to the Service Level Agreement stated in Section 3.1.1 applicable for priority "very high" and priority "high" messages. If the Licensee custom code is documented according to SAP's then-current standards (see "Solution Documentation for Custom Development" at www.service.sap.com/), SAP may provide guidance to assist Licensee in issue resolution.

Other Components, Methodologies, Content and Community Participation

Monitoring components and agents for systems to monitor available resources and collect system status information of the Enterprise Support Solutions (e.g., Early Watch Alert).
Pre-configured test templates and test cases are usually delivered via the SAP Solution Manager Enterprise Edition. In addition the SAP Solution Manager Enterprise Edition assists Licensee's testing activities with functionalities that currently include:

- Test administration for Enterprise Support Solutions by using the functionality provided as part of the SAP Solution Manager
- Quality Management for management of "Quality-Gates"
- SAP-provided tools for automatic testing
- SAP-provided tools to assist with optimizing regression test scope. Such tools support identifying the business processes that are affected by a planned SAP Software Solutions change and make recommendations for the test scope as well as generating test plans (for details see http://service.sap.com/).

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. Such content currently includes:

- End-to-End Solution Operations: Assists Licensee with the optimization of the end-to-end operations of Licensee's SAP Software Solution.
- Run SAP Methodology: Assists Licensee with application management, business process operations, and administration of the SAP NetWeaver® technology platform, and currently includes:
  - The SAP standards for solution operations
  - The road map of Run SAP to implement end-to-end solution operations
  - Tools, including the SAP Solution Manager application management solution. For more information on the Run SAP methodology, refer to http://service.sap.com/runsap

Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.

Global Message Handling and Service Level Agreements (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. 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 License provide remote access as specified in Section 3.2(iii).

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 Effective Date of this Schedule. 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

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 Local Office Time of such Priority 2 support messages. A message is assigned Priority 2 if normal business transactions in a Production System are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP systems that are required to perform such transactions and/or tasks.

SLA for Corrective Action Response Time for Priority 1 Support Messages

Corrective Action

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.

Prerequisites and Exclusions

Prerequisites
The SLAs shall only apply when the following prerequisites are met for 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.

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) except for custom code built with the SAP development workbench; (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; (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.

Service Level Credit

(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.

(2) Subject to section 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, 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 is Licensee's sole and exclusive remedy with respect to any alleged or actual Failure.

1.2.3 SAP Support Advisory Center

For Priority 1 issues, as defined in 1.2.3 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) provides one SAP Enterprise Support report on request per calendar year; (iv) remote primary certification of the SAP Customer Center of Expertise if requested by Licensee; and (v) providing guidance in cases in which Continuous

Quality Checks (as defined in Section 1.2.4 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 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.

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

1.2.4 SAP Continuous Quality Check

In case of critical situations related to the SAP Software Solution (such as Go Live, upgrade, migration or Top Issues), SAP will provide at least one Continuous Quality Check (the "Continuous Quality Check" or "CQC") per calendar year for each SAP Software Solution.

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 type and priorities of a CQC and the tasks of SAP and cooperation duties of Licensee, 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.

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.

1.2.5 SAP Solution Manager Enterprise Edition

For further details refer to section 5.

1.2.6 Licensee's Responsibilities

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.

Contact Person Name	Postal Address	Email Address	Desk Telephone Number	Mobile Telephone Number

Other Requirements

In order to receive SAP Enterprise Support hereunder, Licensee must:

1. Continue to pay all Enterprise Support Service Fees in accordance with the contract.
2. Otherwise fulfill its obligations under the contract.
3. 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.
4. 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.
5. 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 Software support packages.
6. 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.
7. Perform the Initial Assessment as described in Section 1.2.4 and implement all the recommendations of SAP classified as mandatory.
8. Establish a connection between Licensee's SAP Solution Manager Enterprise Edition Software installation and SAP and a connection between the Licensee Solutions and Licensee's SAP Solution Manager Enterprise Edition Software installation. Licensee shall maintain the solution landscape in Licensee's SAP Solution Manager Enterprise Edition Software system for all Production Systems and systems connected to the Production Systems. Licensee shall maintain the SAP Software Solutions and core business processes in Licensee's SAP Solution Manager Enterprise Edition Software system at least for the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition Software system.
9. To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.
10. Licensee agrees to maintain adequate and current records of all Modifications and, if needed, promptly provide such records to SAP.

1.2.7 Termination of SAP Enterprise Support

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. For the avoidance of any doubt, termination of Enterprise Support by Licensee under this Section shall strictly apply to all licenses under the Agreement, its appendices, schedules and addenda and any partial termination of Enterprise Support by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda or this Schedule.

1.3 SAP Product Support for Large Enterprises

1.3.1 Definitions

The following definitions only apply to this section:

"**Business Objects**" shall mean Business Objects S.A., a societe anonyme, organized under the laws of 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.

"**Customer Affiliate(s)**" shall mean (i) any corporation or other entity which meets both of the following criteria: (i) Licensee owns, either directly or indirectly, more than fifty percent (50%) of the stock or other equity interests of the corporation or other entity and (ii) the corporation or other entity is entitled to use or call-off SAP Software pursuant to Licensee's applicable End-User License Agreement with SAP.

"**Net License Value**" shall mean the undiscounted license fees for SAP Software licensed by Licensee and Customer Affiliates minus all discounts granted by SAP but before any migration credit is applied.

"**SAP Software**" shall mean all standard software licensed from SAP and/or Business Objects, excluding SAP Software to which special support agreements apply.

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

"**SAP Software Solution(s)**" shall mean a group of one or multiple Production Systems running SAP Software and focusing on a specific functional aspect of Licensee's business. Details and examples can be found on the SAP Service Marketplace.

"**Customer Solution**" shall mean SAP Software and any other software licensed by Licensee from third parties provided such third party software is operated in conjunction with SAP Software.

1.3.2 Scope of SAP Product Support for Large Enterprises

During the mainstream maintenance phase, Licensee receives the full scope of SAP Product Support for Large Enterprises (PSLE). During extended maintenance, the scope is usually similar to the scope during mainstream maintenance, but it may be reduced, depending on the individual release for which extended maintenance is offered. During customer-specific maintenance, the scope is reduced (see section 1.1. for a description of the maintenance phases). The full scope of SAP Product Support for Large Enterprises currently includes:

Continuous Improvement and Innovation

New software releases of the licensed PSLE Solutions[2], as well as tools and procedures for upgrades.
Support packages and patches – 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.
For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP provides enhanced functionality and/or innovation through enhancement packages or by other means as available. During

[2] PSLE Solutions are SAP Software covered by SAP Product Support for Large Enterprises.

mainstream maintenance for an SAP core application release, SAP may provide one enhancement package or other update per calendar year.
Technology updates to support third-party operating systems and databases. Details on SAP's release strategy and recommendations for technology updates for SAP's enhancement packages can be found on the SAP Service Marketplace.
Available ABAP source code for SAP software applications and additionally released and supported function modules.
Software change management, such as changed configuration settings or PSLE Solution upgrades, is currently supported for example through content and information material, tools for client copy and entity copy, and tools for comparing of customizing.

- For all PSLE Solutions configuration guidelines and content is usually shipped via SAP Solution Manager (see also SAP's product standard "SAP Business Solution Configuration Standard").
- Best practices for SAP System Administration and SAP Solution Operations for PSLE Solutions.

SAP configuration and operation content is supported as integral parts of PSLE Solutions.
Content, tools and process descriptions for SAP Lifecycle Management are part of the SAP Solution Manager Enterprise Edition, the PSLE Solutions and/or the applicable documentation for the PSLE Solutions.

Message Handling

SAP Notes on the SAP Service Marketplace document software errors and contain information on how to remedy, avoid and bypass these 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 PSLE Solutions (for more information refer to section 1.3.3).
Global 24x7 escalation procedures.

Access to Services Content

SAP shall provide Licensee with access to SAP's remote services methodology. In this manner SAP enables Licensee to perform proactive support services for the PSLE Solutions[3].

SAP Product Support for Large Enterprises Roadmap Planning

Up to two times per calendar year, Licensee and SAP will perform a joint telephone conference for example 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 SAP Software 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 services for Licensee's SAP Software Solutions. In this context, "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 Production System.
Licensee can contact the Local Support Manager of SAP to request a scheduling of such telephone conference.
If mutually agreed between Licensee and SAP, such planning can also take place in the course of an onsite meeting at a mutually agreed location.
Licensee acknowledges that a successful planning requires the support of Licensee's Customer Center of Expertise.

[3] Product Supported Solutions are SAP Software Solutions covered by SAP Product Support for Large Enterprises

SAP Solution Manager Enterprise Edition

For more information refer to section 5.

Other Components, Methodologies, Content and Community Participation

Monitoring components and agents for systems - to monitor available resources and collect system status information of the Product Supported Solutions (e.g., SAP EarlyWatch Alert)
Pre-configured test templates and test cases are usually delivered via the SAP Solution Manager Enterprise Edition. In addition the SAP Solution Manager Enterprise Edition assists Licensee's testing activities with functionalities that currently include:

- Test administration for PSLE Solutions by using the functionality provided as part of the SAP Solution Manager
- Quality Management for management of "Quality-Gates"
- SAP-provided tools for automatic testing
- SAP-provided tools to assist with optimizing regression test scope. Such tools support identifying the business processes that are affected by a planned SAP Software Solutions change and make recommendations for the test scope as well as generating test plans (for details see http://service.sap.com/).

Content and supplementary tools 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 SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks. Such content currently includes:

- End-to-end solution operations: Assists Licensee with the optimization of the end-to-end operations of Licensee's SAP Software Solution.
- Run SAP Methodology: Assists Licensee with application management, business process operations, and administration of the SAP NetWeaver® technology platform, and currently includes:
  - The SAP standards for solution operations
  - The road map of Run SAP to implement end-to-end solution operations
  - Tools, including the SAP Solution Manager application management solution

  For more information on the Run SAP methodology, refer to www.service.sap.com/runsap.
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.

1.3.3 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. All persons involved in the message solving process can access the status of a submitted message at any time.
In exceptional cases, Licensee can also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provides remote access as specified in section 1.3.4 Preconditions for SAP Product Support for Large Enterprises.
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:
The error must be reported in English and
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
In case of incidents which prevent operation: If these are reported before 12:00 a.m. (local time of the SAP office), message handling will begin on the next working day at the latest. If they are reported after 12:00 a.m.

(local time of the SAP office), message handling will begin on the day following the next working day at the latest.
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.
Other errors will be eliminated in the next release.

1.3.4 Preconditions for SAP Product Support for Large Enterprises

In order to receive SAP Product Support for Large Enterprises services, Licensee shall fulfill the following requirements:

Licensee shall provide and maintain remote access via a technical standard procedure as defined by SAP and shall grant SAP all necessary authorizations, in particular for problem analysis as part of message handling. Such remote access shall be granted without restrictions regarding the nationality of the SAP employee(s) who process(es) support message 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 receiving support services. For more detail, see SAP Note 91488.

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 Software support packages.

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-on.

Establish a connection between Licensee's SAP Solution Manager Software installation and SAP and a connection between the PSLE Solutions and Licensee's 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 at least for the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.

To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.

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.

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

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 decisions without undue delay.

Licensee shall inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the PSLE Solutions

1.3.5 Termination of SAP Product Support for Large Enterprises

The relevant contractual provisions of the respective software license agreement apply for the termination of SAP Product Support for Large Enterprises. For the avoidance of any doubt, termination of SAP Product Support for Large Enterprises by Licensee shall strictly apply to all licenses under the Product Support for Large Enterprises Agreement, its appendices and addenda and any partial termination of SAP Product Support for

Large Enterprises by Licensee shall not be permitted in respect of any part of the Product Support for Large Enterprises Agreement, its appendices or addenda.

In the event Licensee elects not to commence SAP Product Support for Large Enterprises upon the initial delivery of the Software, or SAP Product Support for Large Enterprises is otherwise declined for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued fees associated with such time period plus a reinstatement fee.

1.4 Special Notice

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 does not support any software other than SAP Software.
SAP does not support operating systems, databases and other third-party components, which have run out of support by their suppliers, for use with SAP applications. Such operating systems, databases and other third-party components may have a different maintenance cycle than the SAP Software releases, because the maintenance cycle for such operating systems, databases and other third-party components is determined by the respective third-party vendor. Licensee may therefore have to upgrade to more recent versions of his operating systems and databases. If the respective vendor offers an extension of support for its product, SAP might offer support for such product under a separate written agreement for a separate fee.
Licensee acknowledges that any failure to utilize SAP Enterprise Support or SAP Product Support for Large Enterprises services may lead to a situation where SAP is unable to identify potential faults and provide support in eliminating these faults. This, in turn, might result in unsatisfactory software performance for which SAP accepts no responsibility.
Furthermore SAP points out that to the extent the SAP Software contains third party products which are marked with a ⊡ in this pricelist, SAP is only able to deliver SAP Enterprise Support or SAP Product Support for Large Enterprises on such third party products to the degree the applicable third party makes such SAP Enterprise Support or SAP Product Support for Large Enterprises available to SAP.
Third-party software licensed from SAP means any software owned by a third party and licensed to SAP for distribution a) as part of an SAP application (embedding) b) by SAP on a resale or license base as Product Option, Supplementary Product or separate component (reselling). SAP Enterprise Support and SAP Product Support for Large Enterprises cover support for third-party software.
Support for such third-party software includes, for example, message handling and upgrades to a higher version of the third-party software if required. SAP's message handling infrastructure provides the single point of access for message creation and message handling. The third-party vendors are integrated into this infrastructure.
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.

2 SAP MaxAttention™

SAP MaxAttention provides for a collaborative engagement between Licensee and SAP with focus on reduction of total cost of operations and technical risk mitigation during the different project phases (implementation, upgrade and operations).

The goal of SAP MaxAttention is to provide the licensee with technical quality management, technical account management and support services tailored to his needs. SAP front office experts will be an integral part of the customer's project management organization and operations and will provide the licensee with a privileged channel into SAP's support and development organization to make sure that any mission critical issue is effectively driven to resolution.

SAP MaxAttention provides an enhanced level of support to SAP licensee and is on top of SAP Enterprise Support or SAP Product Support for Large Enterprises. Thus an SAP Enterprise Support agreement or SAP Product Support for Large Enterprises agreement (see section 1) between SAP and licensee is a prerequisite to purchase SAP MaxAttention.

SAP MaxAttention is tailored to the need and demands of the entire application management lifecycle with the following focus areas: implementation, operation and upgrade.

The following components can be part of a SAP MaxAttention contract:
Management engagement and executive sponsorship
As part of SAP MaxAttention's management engagement SAP will establish a front office and assign one or more technical quality managers, based on customers' requirements. They are responsible for managing on-site service delivery and are the main contacts. When needed, the technical quality managers can call on solution, technology, and development experts, as well as service and support specialists from SAP's global network. Executive sponsorship within Active Global Support will be guaranteed.
Joint balanced score card review
On a quarterly basis there will be a balanced score card review focusing on business process, usability, cost of operations and performance and availability improvement. Key Performance indicators in those areas are defined at the beginning of the engagement. The reviews and actions derived will have SAP executive attention.
Expert services along the application management lifecycle
SAP MaxAttention combines the comprehensive service portfolio of SAP Active Global Support consisting of SAP Safeguarding services and SAP Expertise on Demand. The services will be tailored exactly to customer needs and focus areas and will be delivered through an onsite team, being part of the front office, supported by a global SAP back office organization and SAP engineering teams in all time zones.
Expert services include services to mitigate the technical risks of the implementation projects (Safeguarding) as well as services to implement End-to-End Solution Operations based on the Run SAP methodology (for more information on the Run SAP methodology, refer to www.service.sap.com/runsap).
Service level agreement tailored to customer needs
Licensee specific service level agreement with proactive front office coverage and development support sign-off.
Empowering Workshops
The SAP End-to-End Empowering Workshops aims at providing expertise required to optimally operate and continually optimize Licensee's SAP Solution, at providing Knowledge Transfer as well as at empowering the Customers to analyze and resolve complex issues in IT Service & Application Management.
SAP Expertise on Demand
SAP Expertise on Demand offers fast on-site or remote access to SAP experts for resolving technically complex issues that are typically beyond the experience of customer's staff - "the right expert at the right time". The purpose of the SAP Expertise on Demand service is to provide whatever technical and functional expertise that customer's need to enhance operations.
SAP On Call Duty
SAP On-call-Duty offers licensee access to the SAP support organization (Back-Office) beyond Normal Business Hours. If problems in implementing or operating SAP solutions arise, this remote expert service is available at any time in order to accelerate problem resolution - 7x24 hours globally. SAP On Call Duty offers special support during important changes in the IT solution, such as upgrades, go-lives, or migration activities, covering not only incident processing, but any kind of questions and issues.

In summary, the benefits of MaxAttention are:
Technical risk mitigation and technical account management during implementation, operations and upgrade
Support to reduce total cost of ownership through reduced cost of operations
Support to optimize solution that can be optimally operated

Services to implement Solution Operations
Support to increase uptime, enhanced performance, greater data consistency, and support for improved maintainability- which can be contribute to a lower cost of operations
Empowerment of and knowledge transfer to your IT staff.

More information is available on the SAP Service Marketplace at http://www.service.sap.com/maxattention. Please contact your sales representative for further details.

SAP MaxSecure Support

Customers who need greater protection for their data in the SAP system require the entire or parts of the SAP MaxSecure Support service. (On-site visits by SAP employees or subcontractors in crisis regions and/or ships are excluded.)

SAP recommends that customers use this security service if they operate in military or intelligence service areas. The SAP MaxSecure Support service has three components, which may consist of the elements below:
Remote component:
- System access from a secure room with access controls
- Extended encryption procedure (including authentication procedure)
- Shadow watching by the licensee
- SAP employees with security clearance and/or certified SAP subcontractors with security clearance according to NATO standards

Empowering component:
- Workshops for message processing by the licensee
- Workshops for independently carrying out proactive and reactive SAP services for root cause analysis

On-site component
- Employees with security clearance or appropriate certified SAP subcontractors with security clearance who provide on-site support services in conjunction with an SAP back office. These services depend on the individual case in question and must be agreed.

Detailed information is available per request at sapmaxsecure@sap.com.

3 SAP Safeguarding ™

3.1 General Conditions

The SAP Safeguarding engagement aims at mitigating technical risk during implementation, upgrade, migration or operations and offers SAP's best practice technical quality management also in complex customer projects.

Core business processes, SAP components, interfaces and key modifications are verified in order support improved performance, data consistency and availability of the customer's solution. SAP Safeguarding builds on SAP's experience in root cause analysis and in-depth knowledge of improving existing SAP system architectures and empowering the customer to run its operations based on SAP best practices. SAP Safeguarding establishes the basic conditions for minimizing risk through proactive prioritization and assessment, thereby safeguarding the technical feasibility and operation of the specific customer solution.

The SAP Safeguarding engagement combines expert services that are tailored to the specific project needs:

Technical Quality Management:
As part of the SAP Safeguarding management engagement SAP will establish a front office and a technical quality manager for customer's project. The technical quality manager is responsible for managing on-site service delivery and is the main customer contact within the SAP Safeguarding engagement. When needed,

the technical quality manager can call on solution, technology, and development experts, as well as service and support specialists from SAP's global network.

SAP Support Services

SAP Safeguarding combines the best practice service portfolio of SAP Active Global Support. The services will be tailored exactly to project needs and will be delivered through an onsite team, being part of the front office. Expert services include services to mitigate the technical risks of implementation or upgrade projects as well as services to implement End-to-End Solution Operations based on the Run SAP methodology (for more information on the Run SAP methodology, refer to www.service.sap.com/runsap).

SAP Expertise on Demand

SAP Expertise on Demand offers fast on-site or remote access to SAP experts for resolving technically complex issues that are typically beyond the experience of customer's staff - "the right expert at the right time". The purpose of the SAP Expertise on Demand service is to provide whatever technical and functional expertise that customer's need to enhance operations.

SAP On Call Duty

If problems in implementing or operating SAP solutions arise, this remote expert service is available at any time in order to accelerate problem resolution - 7x24 hours globally. SAP On Call Duty offers special support during important changes in the IT solution, such as upgrades, go-lives, or migration activities, covering not only incident processing, but any kind of questions and issues.

Empowering Workshops

The SAP End-to-End Empowering Workshops aims at providing expertise required to optimally operate and continually optimize customer's SAP Solution, at providing Knowledge Transfer as well as at empowering the Customers to analyze and resolve complex issues in IT Service & Application Management.

SAP Safeguarding provides an enhanced level of support to SAP customers to specific customer projects and is on top of SAP Enterprise Support or SAP Product Support for Large Enterprises. Thus an SAP Enterprise Support agreement or SAP Product Support for Large Enterprises agreement (see section 1) between SAP and customer is a prerequisite to purchase SAP Safeguarding.

In summary the benefits of SAP Safeguarding are:
Support in technical risk mitigation during implementation, operations and upgrade
Support in improving performance, availability, data consistency, and improved maintainability- which can be contribute to a lower cost of operations
Provides technical guidelines to minimize unnecessary work and avoid complications
Provides End-to-End Solution Operations services to support efficient operations
Empowerment of and knowledge transfer to your IT staff
Support to reduce total cost of ownership through reduced cost of operations

More information is available on the SAP Service Marketplace at http://www.service.sap.com/safeguarding.
Please contact your sales representative for further details.

3.2 SAP Safeguarding for Oracle RAC

SAP strongly recommends the service SAP Safeguarding for Oracle RAC (see SAP Services price list).

A project to implement or migrate to Oracle Real Application Clusters (Oracle RAC) is very complex. To support it ends with a technically robust SAP Solution, SAP strongly recommends the service SAP Safeguarding for Oracle RAC. It is a quality assurance service for customers who want to use Oracle RAC. The service identifies factors that pose a risk to the Oracle RAC project and gives recommendations on mitigating them in terms of technology, operations and functions. It is only by implementing these recommendations that customers mitigate risk in the Oracle RAC project.

SAP offers two different options for SAP Safeguarding for Oracle RAC: SAP Safeguarding for Oracle RAC (Technical Upgrade) and SAP Safeguarding for Oracle RAC (SAP Implementation).

3.2.1 SAP Safeguarding for Oracle RAC (Technical Upgrade)

For a new Oracle RAC implementation without a new implementation, the service includes: Basis part of SAP Solution Management Assessment, SAP GoingLive Check onsite, SAP EarlyWatch Check and a workshop on how to operate Oracle RAC. The assessments, checks and workshops that make up this service are delivered at defined project phases.

SAP Safeguarding for Oracle RAC (Technical Upgrade) is available upon request.

3.2.2 SAP Safeguarding for Oracle RAC (SAP Implementation)

For a new Oracle RAC implementation with a new SAP implementation, the service includes: SAP Feasibility Check, SAP Technical Integration Check, SAP GoingLive Check onsite, SAP EarlyWatch Check and a workshop at customer site on how to operate Oracle RAC. The assessments, checks and workshops that make up this service are delivered at defined project phases.

SAP Safeguarding for Oracle RAC (SAP Implementation) is available upon request.

4 Customer Center of Expertise

4.1 Role of the Customer Center of Expertise

In order to receive SAP Enterprise Support or SAP Product Support for Large Enterprises, and in order to leverage the full potential value delivered as part of SAP Enterprise Support or SAP Product Support for Large Enterprises, Licensee is required to establish a Customer Center of Expertise (Customer COE). The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization.

A Customer COE must support each installation covered by the SAP Enterprise Support or SAP Product Support for Large Enterprises contract. If SAP Software covered by the SAP Enterprise Support or SAP Product Support for Large Enterprises contract is installed in more than one of three regions (EMEA, Americas, Asia/Pacific/Japan) a Customer COE may be set up in each region.

As a permanent center of expertise, the Customer COE supports Licensee's efficient implementation, innovation, operation and quality of business processes and systems related to the SAP Software Solution based on the Run SAP methodology provided by SAP (for more information on the Run SAP methodology, refer to www.service.sap.com/runsap). The Customer COE should cover all core business process operations.
SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

4.2 Basic Functions of the Customer Center of Expertise

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 normal 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 Licensee and/or affiliates provided such affiliates are entitled to use the SAP Software under the End User License Agreement. 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 SAP 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 SAP 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.

All Named Users may have access to SAP's support portal, however, only Customer COE employees or the Contact Person (see sections 1.2.4 and 1.3.4) are authorized to contact SAP after attempting to resolve the matter.

4.3 Customer Center of Expertise Certification

4.3.1 Customer Center of Expertise Certification for Licensees of SAP Enterprise Support

If Licensee does not already have a certified Customer COE, Licensee must establish a certified Customer COE within one year of concluding the SAP Enterprise Support contract. To obtain the then current Customer COE primary certification or recertification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions are available in SAP Service Marketplace at www.service.sap.com/coe.

4.3.2 Customer Center of Expertise Certification for Licensees of SAP Product Support for Large Enterprises

If Licensee does not already have a certified Customer COE, Licensee must establish a certified Customer COE within one year of concluding the SAP Product Support for Large Enterprises contract. To obtain Customer COE certification or recertification by SAP, the Customer COE undergoes an audit procedure that covers the basic functions (primary certification) as well as an advanced certification. Detailed information on the initial certification and re-certification process and conditions are available in SAP Service Marketplace at www.service.sap.com/coe.

5 SAP Solution Manager Enterprise Edition

SAP Solution Manager Enterprise Edition is available upon no extra charge for Licensees of SAP and may be used by such Licensees for the following purposes only:

Delivery of SAP Enterprise Support and SAP Product Support for Large Enterprises and support services for Customer Solution[4] including delivery and installation of software and technology maintenance for SAP Software, the operation of a service desk only for SAP Software and users (for the usage as a general IT service desk, cf. below); and remote diagnostics tools for Customer Solutions,
SAP NetWeaver usage type Business Intelligence for analysis

[4] "Customer Solution" shall mean a group of one or multiple Production Systems running SAP Software and focusing on a specific functional aspect in conjunction with SAP Software.

application management for Customer Solutions including implementation, configuration, testing, change request management, operations, and continuous improvement for SAP Software,
and administration, monitoring and reporting for Customer Solution.

SAP Solution Manager Enterprise Edition shall only be used by the Named Users licensed by the Licensee and exclusively for the Licensee's own internal SAP related support purposes.

Use of SAP Solution Manager Enterprise Edition may not be offered by Licensees as a service to third parties, other than those third parties explicitly mentioned in the contract, even if such third parties have licensed SAP Software and have licensed Named Users.

SAP Solution Manager Enterprise Edition may not be used for (i) other purposes than those mentioned, in particular not for the processing of other messages which do not relate to SAP Software Solutions, e.g. the operation of a general support desk (ii) for other scenarios explicitly using SAP CRM and/or (iii) for other SAP NetWeaver usage types than those mentioned above. Scenarios explicitly using SAP CRM are listed in the Cross-Industry SAP Business Map for Customer Relationship Management. The existing SAP NetWeaver usage types are described in the SAP NetWeaver Master Guide (you can find the SAP NetWeaver Master Guide at www.service.sap.com/instguides -> SAP NetWeaver -> Release 2004s -> Installation -> Master Guide).

The usage of the SAP Solution Manager Enterprise Edition service desk as a general IT Service desk requires a separate license.

The right to use any SAP Solution Manager Enterprise Edition capabilities other than those explicitly mentioned above is subject to a separate written agreement with SAP, even if they are contained in or related to SAP Solution Manager Enterprise Edition.

For details in regards SAP Solution Manager Enterprise Edition use cases please refer to the Service Marketplace under www.service.sap.com/solutionmanager, which SAP – in its sole discretion – will update from time to time.

A. SOFTWARE LICENSE PRICES (SIN 132-33) -- AUTHORIZED GSA IT SCHEDULE PRICELIST

NOTE: All products may not be currently available on all platforms; please contact your SAP Account Executive for ordering assistance prior to issuing an order to SAP under this contract. All orders are subject to SAP acceptance in accordance with the terms, conditions and prices of this contract.

This pricelist consists of the following sections:

SAP Business Suite & SAP NetWeaver

SAP BusinessObjects

Licensing Details for SAP BusinessObjects software

SAP Tiered Pricing

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price Unit Name	To blocks of	Sales Unit Matrix	Price/ Sales Unit	Min. Blocks	Max. Price	DGR	BRF	SAV	DB	DAC	TR	Remarks
Named Users												
Application Users												
SAP Application Developer User	1	SAP Application Developer User	9,000	1	N/A	N	SAP	Y	All	Y	N	
SAP Application Business Expert User	1	SAP Application Business Expert User	7,500	1	N/A	N	SAP	Y	All	Y	N	
SAP Application Professional User	1	SAP Application Professional User	4,800	1	N/A	N	SAP	Y	All	Y	N	
SAP Application Limited Professional User	1	SAP Application Limited Professional User	1,950	1	N/A	N	SAP	Y	All	Y	N	
SAP Application Business Information User	1	SAP Application Business Information User	1,200	1	N/A	N	SAP	Y	All	Y	N	
SAP Application Employee User	1	SAP Application Employee User	600	1	N/A	N	SAP	Y	All	Y	N	
SAP Application Employee Self-Service User	1	SAP Application Employee Self-Service User	188	1	N/A	N	SAP	Y	All	Y	N	
Special Users												
SAP Learning Solution User	1	Learning Solution User	60	1	N/A	N	SAP	Y	All	Y	N	
SAP eRecruiting User	1	eRecruiting User	60	1	N/A	N	SAP	Y	All	Y	N	
SAP Banking User	1	Banking User	600	1	N/A	N	SAP	Y	All	Y	N	
SAP Telco Channel Partner User	1	Telco Channel Partner User	375	1	N/A	N	SAP	Y	All	Y	N	
Platform User / SAP Applications												
SAP Platform Extended User	1	SAP Platform Extended User	1,500	1	N/A	N	SAP	Y	All	Y	N	
SAP Platform Standard User	1	SAP Platform Standard User	375	1	N/A	N	SAP	Y	All	Y	N	
SAP NetWeaver Users												
SAP NetWeaver Developer User	1	SAP NetWeaver Developer User	5,250	1	N/A	N	Mat	Y	All	Y	N	Mat= 7009522, 7009523
SAP NetWeaver Adminstrator User	1	SAP NetWeaver Adminstrator	4,800	1	N/A	N	Mat	Y	All	Y	N	Mat= 7009522, 7009524
					N/A							
					N/A							
					N/A							
					N/A							
					N/A							
					N/A							
					N/A							
					N/A							

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	In Blocks of	Sales Unit Metrics	Price Sales Unit	Min. Blocks	Max. Price	TSA	PME	TAA	OB	OSC	TP	Remarks
					N/A							
					N/A							
					N/A							
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					N/A							
SAP Business Suite												
Enterprise Foundation												
Enterprise foundation package (previous ERP Package)	1	Package	24,000	1	N/A	Y	N	Y	All	Y	N	includes 5 SAP Application Professional Users
Enterprise Extensions					N/A							
SAP Sales and Service Order Processing	1,000	Orders per Year	150	1	N/A	Y	ERP, CRM	Y	All	Y	N	
SAP Purchase Order Processing	1,000	Orders per Year	300	25	N/A	Y	ERP, SRM	Y	All	Y	N	
SAP Payroll Processing	500	Master Records	11,250	1	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP E-Recruiting	500	Positions	22,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Learning Solution	500	Learner	45,000	1	N/A	Y	ERP	Y	All	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: Set Blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Enterprise Learning Environment	500	Learner	60,000	1	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Financial Supply Chain Management	1,000	Active Customers	6,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Treasury and Risk Management	100,000,000	Revenue	9,000	10	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Treasury and Risk Management, Public Sector	100,000,000	Operating Budget	9,000	2	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Treasury and Risk Management, Defense & Security	20,000,000	Program Budget	9,000	10	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP In-House Cash	1	Business Partner	9,000	10	N/A	Y	ERP	Y	All	Y	N	
SAP Bank Communication Management	1,000	Business Partner	2,250	25	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Real Estate Management, office, retail and industrial property mgmt	1	Users	11,250	8	N/A	Y	ERP	Y	All	Y	N	
SAP Real Estate Management, residential property mgmt	1,000	Rental Units	18,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Real Estate Management, land management	1,000	Parcels of Land	7,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP EHS Management: product and REACH compliance	100	Employees	15,000	1	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Environment, Health and Safety (EHS) Management	100	Employees	30,000	1	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Incentive and Commission Management	1	Commission Recipients	450	50	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Work Clearance Management	1	WCM Plant	75,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Recycling Administration	100	Employee	600	50	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Financial Closing cockpit	500	Employees	18,750	1	4,500,000	Y	ERP	Y	All	Y	N	
SAP Master Data Governance for Financials	1	Financial Entity	180	500	13,500,000	Y	ERP	Y	All	Y	N	
Industry Portfolios												
SAP Aftermarket Service Management for A&D	1,000	Service Requests and Warranty Claims	1,050	100	N/A	Y		Y	All	Y	N	
SAP Extended Sourcing for A&D	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Extended Purchasing for A&D	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Marketing Resource Management for A&D	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Target Marketing for A&D	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Sales for A&D	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for A&D	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Web Channel Enablement for A&D	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N	Bus. Part. do not require Named User License
SAP Interaction Center Management for A&D	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N	
SAP Service Parts Planning for A&D	1,000,000	Service Parts Inventory	15,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Demand & Supply Planning for A&D	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Product Item	Sales Unit: In Blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Ext. Manufacturing for A&D, small plants	1	Small Plant	105,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for A&D, midsize plants	1	Midsize Plant	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for A&D, large plants	1	Large Plant	1,500,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for A&D, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for A&D, midsize warehouse	1	Midsize Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for A&D, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Supplier Collaboration for A&D, first 50 units	1	Location w Supplier Collaboration Scenario	15,000	5	750,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for A&D, above 50 units	1	Location w Supplier Collaboration Scenario	2,250	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Customer Collaboration for A&D	1	Location w Customer Collaboration Scenario	3,750	10	N/A	E	ERP	Y	All	Y	N	Customers do not require Named User License
SAP Outsourced Manufacturing for A&D, up to 35 units	1	Location w Outsourced Manufacturing Scenario	45,000	5	1,575,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Outsourced Manufacturing for A&D, above 35 units	1	Location w Outsourced Manufacturing Scenario	15,000	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Collaborative Product Development for A&D	1	Participant	900	30	N/A	Y	ERP	Y	All	Y	N	
[illegible]												
SAP Extended Sourcing for Auto	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Extended Purchasing for Auto	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Demand & Supply Planning for Auto	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Lean Manufacturing for Auto, first 50 units	1	Location w.Lean Manufacturing Scenario	15,000	2	750,000	Y	ERP	Y	All	Y	N	
SAP Lean Manufacturing for Auto, above 50 units	1	Location w.Lean Manufacturing Scenario	2,250	2	N/A	Y		Y	All	Y	N	
SAP Sequenced Manufacturing for Auto	50,000	Finished Products	525,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Vehicle Management for Auto	30,000	Vehicles	90,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Service Parts Planning for Auto	1,000,000	Service Parts Inventory	15,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Auto, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Auto, midsize warehouse	1	Midsize Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Auto, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Aftersales Support for Auto	1,000	Service Requests and Warranty Claims	1,050	100	N/A	Y		Y	All	Y	N	
SAP Marketing Resource Management for Auto	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Target Marketing for Auto	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Customer Collaboration for Auto	1	Location w. Customer Collaboration Scenario	3,750	10	N/A	E	ERP	Y	All	Y	N	Customers do not require Named User License
SAP Outsourced Manufacturing for Auto, first 35 units	1	Location w. Outsourced Manufacturing Scenario	45,000	5	1,575,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Outsourced Manufacturing for Auto, above 35 units	1	Location w. Outsourced Manufacturing Scenario	15,000	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Collaborative Product Development for Auto	1	Participant	900	30	N/A	Y	ERP	Y	All	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price Listing	In Blocks of	Sales Unit Abbrev.	Price/ Sales Unit	Min. Blocks	Max. Price	Usage	Add	Fixed	OS	Tech	Type	Remarks
SAP Backorder Processing for Auto	100	Backorder	375	1,000	N/A	E	7009073	Y	All	Y	N	
[illegible]												
SAP Research and Development for Chem	1,000,000	R&D Spend Volume	3,750	10	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Sourcing for Chem	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Extended Procurement for Chem	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Demand & Supply Planning for Chem	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Supplier Collaboration for Chem, first 50 units	1	Location w. Suppl. Collaboration Scenario	15,000	5	750,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for Chem, above 50 units	1	Location w. Suppl. Collaboration Scenario	2,250	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Customer Collaboration for Chem	1	Location w. Customer Collaboration Scenario	3,750	10	N/A	E	ERP	Y	All	Y	N	Customers do not require Named User License
SAP Outsourced Manufacturing for Chem, first 35	1	Location w. Outsourced Manufacturing Scenario	45,000	5	1,575,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Outsourced Manufacturing for Chem, above 35 units	1	Location w. Outsourced Manufacturing Scenario	15,000	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Ext. Warehousing for Chem, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Chem, midsize warehouse	1	Midsize Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Chem, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Transportation Operations for Chem	1,000	Freight Units	2,550	1	N/A	Y	ERP	Y	All	Y	N	
SAP Commodity and Bulk Logistics for Chem	10,000	Tonnage Produced	1,050,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for Chem, small plant	1	Small Plant	105,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for Chem, midsize plant	1	Mid-Size Plant	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for Chem, large plant	1	Large Plant	1,500,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Target Marketing for Chem	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Sales for Chem	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for Chem	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Service for Chem	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N	
SAP Web Channel Enablement for Chem	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N	Bus. Part. do not require Named User License
SAP Interaction Center Management for Chem	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N	
[illegible]												
SAP New Product Development and Introduction for CP	25,000,000	Portfolio Budget	97,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Demand & Supply Planning for CP	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Supplier Collaboration for CP, first 50 units	1	Location w. Supplier Collaboration Scenario	15,000	5	750,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for CP, above 50 units	1	Location w. Supplier Collaboration Scenario	2,250	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Customer Collaboration for CP	1	Location w. Customer Collaboration Scenario	3,750	10	N/A	E	ERP	Y	All	Y	N	Customers do not require Named User License

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Outsourced Manufacturing for CP, first 35 units	1	Location w. Outsourced Manufacturing Scenario	45,000	5	1,575,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Outsourced Manufacturing for CP, above 35 units	1	Location w. Outsourced Manufacturing Scenario	15,000	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Extended Sourcing for CP	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Extended Procurement for CP	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Account and Trade Promotion Management for CP	100,000,000	Revenue	225,000	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Brand and Category Management for CP	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for CP	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Ext. Warehousing for CP, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for CP, midsize warehouse	1	Midsize Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for CP, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Transportation Operations for CP	1,000	Freight Units	2,550	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for CP, small plant	1	Small Plant	105,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for CP, midsize plant	1	Midsize Plant	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for CP, large plant	1	Large Plant	1,500,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Customer Service Management for CP	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N	
SAP Service Parts Planning for CP	1,000,000	Service Parts Inventory	15,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Interaction Center Management for CP	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N	
SAP Web Channel Enablement for CP	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N	Bus. Part. do not require Named User License
SAP Target Marketing for CP	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Sales for CP	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
[illegible]												
SAP Supplier Relationship Management for EC&O	1,000,000	Spend Volume	1,500	1	N/A	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Extended Sourcing for EC&O	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Opportunity Management for EC&O	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Equipment and Tools Management for EC&O	10,000	Equipment Items	75,000	1	N/A	Y	ERP	Y	All	Y	N	
[illegible]												
SAP Target Marketing for HT	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Demand & Supply Planning for HT	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Procurement for HT	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Extended Sourcing for HT	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for HT, first 50 units	1	Location w. Supplier Collaboration Scenario	15,000	5	750,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In blocks of	Sales Unit: Measure	Price/ Sales Unit	Min. Blocks	Max. Price	Tax	Ref.	SAV	DB	DSC	TF	Remarks
SAP Supplier Collaboration for HT, above 50 units	1	Location w. Supplier Collaboration Scenario	2,250	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Customer Collaboration for HT	1	Location w. Customer Collaboration Scenario	3,750	10	N/A	E	ERP	Y	All	Y	N	Customers do not require Named User License
SAP Outsourced Manufacturing for HT, first 35 units	1	Location w. Outsourced Manufacturing Scenario	45,000	5	1,575,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Outsourced Manufacturing for HT, above 35 units	1	Location w. Outsourced Manufacturing Scenario	15,000	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP License and Royalty Management for HT	1	Acquisition Contract	1,200	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for HT, small plant	1	Small Plant	105,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for HT, midsize plant	1	Midsize Plant	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for HT, large plant	1	Large Plant	1,500,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for HT, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for HT, midsize warehouse	1	Midsize Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for HT, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Transportation Operations for HT	1,000	Freight Units	2,550	1	N/A	Y	ERP	Y	All	Y	N	
SAP Service Management for HT	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N	
SAP Service Parts Planning for HT	1,000,000	Service Parts Inventory	15,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Collaborative Product Development for HT	1	Participant	900	30	N/A	Y	ERP	Y	All	Y	N	
SAP Resale Tracking for HT	2,000	POS Transactions	2	50,000	N/A	Y		Y	All	Y	N	
SAP Marketing Resource Management for HT	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Sales for HT	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for HT	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Marketing Resource Management for IM&C	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Target Marketing for IM&C	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Sales for IM&C	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for IM&C	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Service Operation, Planning and Execution for IM&C	1,000	Service Inquiries	1,125	20	N/A	Y		Y	All	Y	N	
SAP Demand & Supply Planning for IM&C	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for IM&C, small plant	1	Small Plant	105,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for IM&C, midsize plant	1	Midsize Plant	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for IM&C, large plant	1	Large Plant	1,500,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Sourcing for IM&C	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Ext. Procurement for IM&C	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	In Blocks of	Sales Unit Matrix	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Supplier Collaboration for IM&C, first 50 units	1	Location w. Supplier Collaboration Scenario	15,000	5	750,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for IM&C, above 50 units	1	Location w. Supplier Collaboration Scenario	2,250	1	N/A	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Customer Collaboration for IM&C	1	Location w. Customer Collaboration Scenario	3,750	10	N/A	E	ERP	Y	All	Y	N	Customers do not require Named User License
SAP Outsourced Manufacturing for IM&C, first 35 units	1	Location w. Outsourced Manufacturing Scenario	45,000	5	1,575,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Outsourced Manufacturing for IM&C, above 35 units	1	Location w. Outsourced Manufacturing Scenario	15,000	1	N/A	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Ext. Warehousing for IM&C, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for IM&C, midsize warehouse	1	Mid-Size Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for IM&C, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Service Parts Planning for IM&C	1,000,000	Service Parts Inventory	15,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Collaborative Product Development for IM&C	1	Participant	900	30	N/A	Y	ERP	Y	All	Y	N	
SAP Web Channel Enablement for IM&C	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N	Bus. Part. do not require Named User License
SAP Interaction Center Management for IM&C	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N	
SAP Extended Procurement for LS	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Extended Sourcing for LS	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for LS, first 50 units	1	Location w. Supplier Collaboration Scenario	15,000	5	750,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for LS, above 50 units	1	Location w. Supplier Collaboration Scenario	2,250	1	N/A	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Customer Collaboration for LS	1	Location w. Customer Collaboration Scenario	3,750	10	N/A	E		Y	All	Y	N	Customers do not require Named User License
SAP Outsourced Manufacturing for LS, first 35 units	1	Location w. Outsourced Manufacturing Scenario	45,000	5	1,575,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Outsourced Manufacturing for LS, above 35 units	1	Location w. Outsourced Manufacturing Scenario	15,000	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Demand & Supply Planning for LS	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Manufacturing for LS, small plant	1	Small Plant	105,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Manufacturing for LS, midsize plant	1	Midsize Plant	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Manufacturing for LS, large plant	1	Large Plant	1,500,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Warehousing for LS, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Warehousing for LS, midsize warehouse	1	Midsize Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Warehousing for LS, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Marketing Resource Management for LS	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Target Marketing for LS	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Sales for LS	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for LS	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min Block	Max Price	USR	ERP	SAY	OS	USER	IP	Remarks
SAP Extended Transportation for LS	1,000	Freight Units	2,550	1	N/A	Y	ERP	Y	All	Y	N	
SAP Service for LS	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N	
SAP Service Parts Planning for LS	1,000,000	Service Parts Inventory	15,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Web Channel Enablement for LS	1,000,000	Page Views	17	5,000	N/A	E		Y	All	Y	N	Bus. Part. do not require Named User License
SAP Interaction Center Management for LS	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N	
SAP Extended Sourcing for Mill	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Extended Procurement for Mill	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Demand & Supply Planning for Mill	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for Mill, small plant	1	Small Plant	105,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for Mill, midsize plant	1	Midsize Plant	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for Mill, large plant	1	Large Plant	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Mill, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Mill, midsize warehouse	1	Midsize Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Mill, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Transportation Operations for Mill	1,000	Freight Units	2,550	1	N/A	Y	ERP	Y	All	Y	N	
SAP Supplier Collaboration for Mill, first 50 units	1	Location w. Supplier Collaboration Scenario	15,000	5	750,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for Mill, above 50 units	1	Location w. Supplier Collaboration Scenario	2,250	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Customer Collaboration for Mill	1	Location w. Customer Collaboration Scenario	3,750	10	N/A	E	ERP	Y	All	Y	N	Customers do not require Named User License
SAP Outsourced Manufacturing for Mill, first 35 units	1	Location w. Outsourced Manufacturing Scenario	45,000	5	1,575,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Outsourced Manufacturing for Mill, above 35 units	1	Location w. Outsourced Manufacturing Scenario	15,000	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Target Marketing for Mill	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Marketing Resource Management for Mill	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Sales for Mill	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for Mill	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Service for Mill	1,000	Sales Orders	375	100	N/A	Y		Y	All	Y	N	
SAP Transportation Management for Min, bulk materials	1,000	ProductionTons	6,000	50	N/A	Y	ERP	Y	All	Y	N	
SAP Transportation Management for Min, non-bulk materials	1,000	ProductionTons	300,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Contract to Cash for Min	1	Commodities Sold	187,500	2	N/A	Y		Y	All	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	In blocks of	Sales Unit	Price/ Sales Unit	Min. Blocks	Min. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Marketing Resource Management for Min	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Target Marketing for Min	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Sales for Min	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Service for Min	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N	
SAP Operations Management for Min, small plant	1	Small Plant	360,000	5	N/A	Y	ERP	Y	All	Y	N	
SAP Operations Management for Min, midsize plant	1	Midsize Plant	2,250,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Operations Management for Min, large plant	1	Large Plant	4,500,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Demand & Supply Planning for Min	1	Physical Locations	75,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Sourcing for Min	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Extended Procurement for Min	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Remote Logistics Management for Min	1	Base and Remote Locations	60,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Upstream Contracts Management for O&G	25,000	BOEPD produced	150,000	1	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Upstream Production Management for O&G, US production	25,000	BOEPD produced in USA	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Upstream Production Management for O&G, international production	25,000	BOEPD produced outside USA	150,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Secondary Distribution for O&G	1	OGSD User	3,000	4	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Supply Chain Management for O&G	25,000	BOEPD scheduled/planned	300,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Downstream Marketing & Logistics for O&G	25,000	BOEPD sold	187,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Marketing Resource Management for O&G	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Target Marketing for O&G	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Sales for O&G	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for O&G	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Remote Logistics Management for O&G	1	Base & Remote Locations	60,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for O&G, small plant	1	Small Plant	105,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for O&G, midsize plant	1	Midsize Plant	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for O&G, large plant	1	Large Plant	1,500,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Procurement for O&G	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Extended Sourcing for O&G	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Service for O&G	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: in blocks of	Sales Unit: Metrics	Price: Sales Unit	Unit: Bundle	Min. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Merchandising for Retail, first 5000 sales units	1,000,000	Revenue	1,500	1	7,500,000	Y	ERP	Y	All	Y	N	
SAP Merchandising for Retail, above 5000 sales units	1,000,000	Revenue	300	1	N/A	Y		Y	All	Y	N	
SAP Merchandise and Assortment Planning for Retail	1,000,000	Revenue	300	1	N/A	Y	ERP	Y	All	Y	N	
SAP POS Data Management for Retail	1,000,000	Revenue	375	1	N/A	Y	ERP	Y	All	Y	N	
SAP Workforce Management for Retail	1	Employees Scheduled	75	7,500	N/A	E		Y	All	Y	N	Empl. enter. data do not require Named User
SAP POS Services (Add-on) for Retail	1	Device	300	200	N/A	N		Y	MS	Y	N	
SAP Customer Analytics for Retail	1	Device	563	200	N/A	Y		Y	MS	Y	N	
SAP POS Loss Prevention for Retail	1	Device	750	200	N/A	Y		Y	MS	Y	N	
SAP Enterprise POS Middleware for Retail	1	Device	300	200	N/A	N	7009249	Y	DB2	N	N	
SAP Enterprise POS Services (Add-On) for Retail	1	Device	225	200	N/A	N		Y	MS	Y	N	
SAP Price Optimization for Retail	1,000,000	Revenue	375	1,600	N/A	Y		Y	Ora	Y	N	
SAP Promotion Management for Retail	1,000,000	Revenue	375	1,600	N/A	Y		Y	All	Y	N	
SAP Markdown Optimization for Retail	1,000,000	Revenue	300	1,600	N/A	Y		Y	Ora	Y	N	
SAP Extended Sourcing for Retail	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Extended Procurement for Retail	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for Retail, first 50 units	1	Location w. Supplier Collaboration Scenario	15,000	5	750,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for Retail, above 50 units	1	Location w. Supplier Collaboration Scenario	2,250	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Customer Collaboration for Retail	1	Location w. Customer Collaboration Scenario	3,750	10	N/A	E	ERP	Y	All	Y	N	Customers do not require Named User License
SAP Outsourced Manufacturing for Retail, first 35 units	1	Location w. Outsourced Manufacturing Scenario	45,000	5	1,575,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Outsourced Manufacturing for Retail, above 35 units	1	Location w. Outsourced Manufacturing Scenario	15,000	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Marketing Resource Management for Retail	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Target Marketing for Retail	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Sales for Retail	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for Retail	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Service for Retail	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N	
SAP Web Channel Enablement for Retail	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N	Bus. Part. do not require Named User License
SAP Interaction Center Management for Retail	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N	
SAP Demand & Supply Planning for Retail	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for Retail, small plant	1	Small Plant	105,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for Retail, midsize plant	1	Midsize Plant	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for Retail, large plant	1	Large Plant	1,500,000	1	N/A	Y	ERP	Y	All	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In Blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	DSR	PKE	SAV	DB	DSC	TF	Remarks
SAP Ext. Warehousing for Retail, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Retail, midsize warehouse	1	Midsize Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Retail, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Transportation Operations for Retail	1,000	Freight Units	2,550	1	N/A	Y	ERP	Y	All	Y	N	
SAP Service Parts Planning for Retail	1,000,000	Service Parts Inventory	15,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Merchandising for WD, first 5000 units	1,000,000	Revenue	1,500	1	7,500,000	Y	ERP	Y	All	Y	N	
SAP Merchandising for WD, above 5000 units	1,000,000	Revenue	300	1	N/A	Y		Y	All	Y	N	
SAP Extended Sourcing for WD	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Extended Procurement for WD	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for WD, first 50 units	1	Location w. Supplier Collaboration Scenario	15,000	5	750,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for WD, above 50 units	1	Location w. Supplier Collaboration Scenario	2,250	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Customer Collaboration for WD	1	Location w. Customer Collaboration Scenario	3,750	10	N/A	E	ERP	Y	All	Y	N	Customers do not require Named User License
SAP Outsourced Manufacturing for WD, first 35 units	1	Location w. Outsourced Manufacturing Scenario	45,000	5	1,575,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Outsourced Manufacturing for WD, above 35 units	1	Location w. Outsourced Manufacturing Scenario	15,000	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Demand & Supply Planning for WD	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for WD, small plant	1	Small Plant	105,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for WD, midize plant	1	Midsize Plant	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Manufacturing for WD, large plant	1	Large Plant	1,500,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Transportation Operations for WD	1,000	Freight Units	2,550	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for WD, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for WD, midsize warehouse	1	Mid-Size Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for WD, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Marketing Resource Management for WD	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Target Marketing for WD	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Sales for WD	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for WD	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Service for WD	1,000	Service Inquiries	375	100	N/A	Y	ERP	Y	All	Y	N	
SAP Service Parts Planning for WD	1,000,000	Service Parts Inventory	15,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Maintenance Planning for Air	1	Maintenance Object	10,500	20	N/A	Y	ERP	Y	All	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit in blocks of	Sales Unit	Price per Sales Unit	Min. Buyout	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
Spec 2000	50,000	Spare Parts Material Master Records	150,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Target Marketing for Air	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for Air	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Service for Air	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N	
SAP Web Channel Enablement for Air	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N	Bus. Part. do not require Named User License
SAP Interaction Center Management for Air	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N	
SAP Extended Procurement for Air	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Extended Sourcing for Air	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Service Parts Planning for Air	1,000,000	Service Parts Inventory	15,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Air, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Air, midsize warehouse	1	Midsize Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for Air, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Supplier Collaboration for LSP, first 50 units	1	Location w. Supplier Collaboration Scenario	15,000	5	750,000	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Supplier Collaboration for LSP, above 50 units	1	Location w. Supplier Collaboration Scenario	2,250	1	N/A	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Customer Collaboration for LSP	1	Location w. Customer Collaboration Scenario	3,750	10	N/A	E	ERP	Y	All	Y	N	Customers do not require Named User License
SAP Service Parts Planning for LSP	1,000,000	Service Parts Inventory	15,000	25	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for LSP, small warehouse	1	Small Warehouse	112,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for LSP, midsize warehouse	1	Midsize Warehouse	225,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ext. Warehousing for LS, large warehouse	1	Large Warehouse	450,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Transportation for LSP	1,000	Freight Units	2,550	1	N/A	Y	ERP	Y	All	Y	N	
SAP Target Marketing for LSP	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Marketing Resource Management for LSP	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Sales for LSP	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for LSP	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Service for LSP	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N	
SAP License Sales for Media	100	Licensees	60,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Product Development for Media, cross	100	Licensors	30,000	2	N/A	Y	ERP	Y	All	Y	N	
SAP Product Development for Media, broadcasting	1	Channel	180,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Product Development for Media, publishing	100	Titles	15,000	1	N/A	Y	ERP	Y	All	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: Quantity of	Sales Unit: Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Advertising Sales for Media	10,000,000	Ad Sales Value	9,000	1	N/A	Y	ERP	Y	All	Y	N		
SAP Product Sales and Distribution for Media	10,000,000	Sales value	9,000	1	N/A	Y	ERP	Y	All	Y	N		
SAP Interaction Center Management for Media	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N		
SAP Target Marketing for Media	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N		
SAP Web Channel Enablement for Media	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N		Bus. Part. do not require Named User License
SAP Demand & Supply Planning for Media	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N		
SAP Extended Procurement for Media	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N		Suppliers do not require Named User License
SAP Supplier Relationship Management for Postal	1,000,000	Spend Volume	1,500	1	N/A	E	ERP	Y	All	Y	N		Suppliers do not require Named User License
SAP Network Planning for Postal	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N		
SAP Execution of Mail Delivery for Postal	1,000	Freight Units	2,550	1	N/A	Y	ERP	Y	All	Y	N		
SAP Marketing Resource Management for Postal	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N		
SAP Target Marketing for Postal	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N		
SAP Sales for Postal	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N		
SAP Multichannel Order Management for Postal	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N		
SAP Service for Postal	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N		
SAP Web Channel Enablement for Postal	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N		Bus. Part. do not require Named User License
SAP Interaction Center Management for Postal	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N		
SAP Distribution Monitoring for Postal	1,000,000	Events	6,000	25	N/A	Y	ERP	Y	All	Y	N		
SAP Bill-to-Cash Management for Postal, option for convergent invoicing	1,000	Contract Account	1,500	1	N/A	Y	ERP	Y	All	Y	N		
SAP Bill-to-Cash Management for Postal	1,000	Contract Account	1,500	1	N/A	Y	ERP	Y	All	Y	N		
SAP Strategy & Planning for Prof. Serv.	1	Employee	150	250	N/A	Y	ERP	Y	All	Y	N		
SAP Marketing Resource Management for Prof. Serv.	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N		
SAP Target Marketing for Prof. Serv.	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N		
SAP Sales for Prof. Serv.	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N		
SAP Multichannel Order Management for Prof. Serv.	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N		
SAP Web Channel Enablement for Prof. Serv.	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N		Bus. Part. do not require Named User License
SAP Resource Management for Prof. Serv.	1	Employee	240	150	N/A	Y	ERP	Y	All	Y	N		
SAP Business & IT Service Management for Prof. Serv.	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N		

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min. Block	Disc. Price	Tax	Ref.	SW	OS	DB	Int. Dis.	Int. Dis.	Remarks
SAP Interaction Center Management for Prof. Serv.	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N		
SAP Subcontractor Management for Prof. Serv.	1,000,000	Spend Volume	1,500	1	N/A	E	ERP	Y	All	Y	N		Suppliers do not require Named User License
SAP Business Planning for Rail	25,000,000	Portfolio Budget	97,500	1	N/A	Y	ERP	Y	All	Y	N		
SAP Extended Procurement for Rail	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N		Suppliers do not require Named User License
SAP Extended Sourcing for Rail	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N		Suppliers do not require Named User License
SAP Freight Order Management for Rail	1,000	Freight Units	2,550	1	N/A	Y	ERP	Y	All	Y	N		
SAP Target Marketing for Rail	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N		
SAP Multichannel Order Management for Rail	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N		
SAP Service for Rail	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N		
SAP Web Channel Enablement for Rail	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N		Bus. Part. do not require Named User License
SAP Interaction Center Management for Rail	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N		
SAP Demand & Supply Planning for TC	1	Location	30,000	1	N/A	Y	ERP	Y	All	Y	N		
SAP Extended Sourcing for TC	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N		Suppliers do not require Named User License
SAP Extended Procurement for TC	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N		Suppliers do not require Named User License
SAP Sales and Order Management for TC	1,000	Telecom Orders	1,500	1,000	N/A	Y		Y	All	Y	N		
SAP Service for TC	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N		
SAP Dealer and POS Management for TC	1	Units of POS	1,125	1	N/A	E	ERP	Y	All	Y	N		TC Partner Channel User or user in POS loc
SAP Customer Financials Management for TC	1,000	Contract Account	1,950	100	N/A	Y	ERP	Y	All	Y	N		
SAP Convergent Invoicing for TC	1,000	Contract Account	1,200	100	N/A	Y	ERP	Y	All	Y	N		
SAP Convergent Charging for TC	100,000	Transactions per Day	75,000	10	N/A	Y		Y	MS, Ora	Y	N		
SAP Marketing Resource Management for TC	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N		
SAP Target Marketing for TC	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N		
SAP Customer Relationship Management and Billing for Util	1,000	Active contracts	3,000	10	N/A	Y	ERP	Y	All	Y	N		
SAP Customer Financial Management for Util	1,000	Contract Account	3,750	10	N/A	Y	ERP	Y	All	Y	N		
SAP Collaborative Services Management for Util	1,000	PoDs	1,500	10	N/A	Y	ERP	Y	All	Y	N		
SAP AMI Integration for Util	1,000	Active contracts	3,000	10	N/A	Y	ERP	Y	All	Y	N		
SAP AMI Integration for Water Util	1,000	Active Contracts	1,500	10	N/A	Y	ERP	Y	All	Y	N		

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	Term	Prof.	TAV	DB	DSC	IR	Remarks
SAP Energy Data Management for Wholesale Util	1,000	PoDs	2,250	100	N/A	Y	ERP	Y	All	Y	N	
SAP Meter Data Management for Wholesale Water Util	1,000	PoDs	1,125	100	N/A	Y	ERP	Y	All	Y	N	
SAP Customer Financial Management for Wholesale Util	1,000	Contract Account	3,750	100	N/A	Y	ERP	Y	All	Y	N	
SAP Collaborative Services Management for Wholesale Util	1,000	PoDs	1,500	100	N/A	Y	ERP	Y	All	Y	N	
SAP AMI Integration for Wholesale Util	1,000	Active contracts	3,000	100	N/A	Y	ERP	Y	All	Y	N	
SAP AMI Integration for Wholesale Water Util	1,000	Active contracts	1,500	100	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Sourcing for Util	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Resource and Supplier Management for Util	1,000,000	Spend Volume	1,500	1	N/A	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Logistics for Waste and Recycling	1	Professional User	1,200	1	N/A	Y	ERP	Y	All	Y	N	
SAP Treatment and Disposal for Waste and Recycling	1	Professional User	525	1	N/A	Y	ERP	Y	All	Y	N	
SAP Energy Data Management for Util	1,000	PoDs	2,250	10	N/A	Y	ERP	Y	All	Y	N	
SAP Meter Data Management for Water Util	1,000	PoDs	1,125	10	N/A	Y	ERP	Y	All	Y	N	
SAP Customer Relationship Management and Billing for Wholesale Util	1,000	Active Contracts	3,000	100	N/A	Y	ERP	Y	All	Y	N	
SAP Municipal Billing for Waste and Recycling	1	Active Contracts	2	1	N/A	Y		Y	All	Y	N	
SAP Customer Financial Management for Waste and Recyling	10,000	Contract Accounts	15,000	1	N/A	Y		Y	All	Y	N	
SAP Constituent Services for PS	50,000	Business Partner	75,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Payroll Processing for Non-profit Organizations	500	Master Record	11,250	1	N/A	Y	ERP	Y	All	Y	N	
SAP Payment Processing for PS	50,000	Business Partner	75,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Investigative Case Management for PS	1	Cases per year	8	1	N/A	Y	ERP	Y	All	Y	N	
SAP Emergency Management for PS	50	Full-time Equivalent (FTE)	7,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Procurement for PS	1,000,000	PS Spend Budget	1,800	1	N/A	E	ERP	Y	All	Y	N	Suppliers do not require Named User License
SAP Electronic Toll Collection for PS, SAP Customer Interaction Center	50,000	Active Registered License Plates (over 12 months)	67,500	1	N/A	Y		Y	All	Y	N	
SAP Electronic Toll Collection for PS, SAP ERP Billing	100,000	Average Processed Transactions/Trips/EDRs per day	45,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Tax and Revenue Management for PS	50,000	Business Partner	150,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Force Generation for Defense & Security	1	Weighted Size of Organization in FTE	450	1	N/A	Y	ERP	Y	All	Y	N	
SAP Force Deployment for D&S	1	Weighted Size of Organization in FTE	150	1	N/A	Y	ERP	Y	All	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	In Block of	Sales Qty	Price/ Sales Unit	Min. Blocks	Max. Price	Usage	Type	SKU	Ver	Usage	Type	Remarks
SAP Military Data Exchange for D&S	1	Fixed Fee	3,750,000	1	N/A	Y	ERP+Mat	Y	All	Y	N	Mat=7003167,7003168 check t&c
SAP Defense MILSTRIP Purchase	1	Fixed Fee	1,125,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Patient Management for HC	10,000	Patients treated in Year	10,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Supplier Relationship Management & Logistics for HC	10,000	Patients treated in Year	5,250	1	N/A	Y	ERP	Y	All	Y	N	
SAP Ambulatory Care Management for HC	10,000	Outpatient Days in Year	10,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Marketing Resource Management for HC	1	Marketing Transactions	405	100	N/A	Y		Y	All	Y	N	
SAP Target Marketing for HC	1,000	Marketing Touches	180	250	N/A	Y		Y	All	Y	N	
SAP Sales for HC	100,000	Sales Opportunity Value	15	3,000	N/A	Y		Y	All	Y	N	
SAP Multichannel Order Management for HC	1,000	Sales Orders	60	100	N/A	Y		Y	All	Y	N	
SAP Service for HC	1,000	Service Inquiries	375	100	N/A	Y		Y	All	Y	N	
SAP Web Channel Enablement for HC	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N	Bus. Part. do not require Named User License
SAP Interaction Center Management for HC	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N	
SAP Educational Services for HER	1	Student	45	1	N/A	Y	ERP	Y	All	Y	N	
SAP Loans Mgmt for Bank Suite Edition, Micro Loans	1,000	Micro Loans	4,500	100	N/A	E	ERP	Y	All	Y	N	
SAP Loans Mgmt for Bank Suite Edition, Retail Loans	1,000	Retail Loans	10,500	30	N/A	E	ERP	Y	All	Y	N	
SAP Loans Mgmt for Bank Suite Edition, Private Bank, Cmplx Individual, SME Loans	1,000	Private Bank, Complex Individual, SME Loans	31,500	10	N/A	E	ERP	Y	All	Y	N	
SAP Loans Mgmt for Bank Suite Edition, Corporate Loans	1,000	Corporate Loans	135,000	3	N/A	E	ERP	Y	All	Y	N	Banking User license sufficient
SAP Loans Mgmt for Bank Suite Edition, High Value Loans	100	High Value Loans	90,000	5	N/A	E	ERP	Y	All	Y	N	Banking User license sufficient
SAP Loans Mgmt for Bank, Micro Loans	1,000	Micro Loans	3,750	200	N/A	E	ERP	Y	All	Y	N	Banking User license sufficient
SAP Loans Mgmt for Bank, Retail Loans	1,000	Retail Loans	9,000	100	N/A	E	ERP	Y	All	Y	N	Banking User license sufficient
SAP Loans Mgmt for Bank, Private Bank, Complex Individual, SME Loans	1,000	Private Bank, Complex Individual, SME Loans	27,000	100	N/A	E	ERP	Y	All	Y	N	Banking User license sufficient
SAP Loans Mgmt for Bank, Corporate Loans	1,000	Corporate Loans	120,000	5	N/A	E	ERP	Y	All	Y	N	Banking User license sufficient
SAP Loans Mgmt for Bank, High Value Loans	100	High Value Loans	82,500	10	N/A	E	ERP	Y	All	Y	N	Banking User license sufficient
SAP Leasing for Bank, Very Small Tickets	10,000	Very Small Tickets	45,000	15	N/A	E		Y	All	Y	N	Banking User license sufficient
SAP Leasing for Bank, Small Tickets	2,000	Small Tickets	54,000	7	N/A	E		Y	All	Y	N	Banking User license sufficient

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In Blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Leasing for Bank, Medium ickets	1,000	Medium Tickets	45,000	8	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Leasing for Bank, Big Tickets	200	Big Tickets	45,000	8	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Leasing for Bank, Very Big Tickets	100	Very Big Tickets	45,000	8	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Deposits Mgmt for Bank Suite Edition, Micro Saving Accounts	1,000	Micro Saving Accounts	2,250	500	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Deposits Mgmt for Bank Suite Edition, Retail Accounts	1,000	Retail Accounts	11,250	30	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Deposits Mgmt for Bank Suite Edition, Private Banking / SME Accounts	1,000	Private Banking / SME Accounts	37,500	8	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Deposits Mgmt for Bank Suite Edition, Corporate Accounts	1,000	Corporate Accounts	105,000	15	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Deposits Mgmt for Banking, Micro Saving Accounts	1,000	Micro Saving Accounts	3,000	500	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Deposits Mgmt for Banking, Retail Accounts	1,000	Retail Accounts	6,000	75	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Deposits Mgmt for Banking, Private Banking / SME Accounts	1,000	Private Banking / SME Accounts	37,500	18	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Deposits Mgmt for Banking, Corporate Accounts	1,000	Corporate Accounts	120,000	7	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Collateral Mgmt for Banking Suite Edition, Secured Micro Loans	1,000	Secured Micro Loans	1,500	100	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Collateral Mgmt for Banking Suite Edition, Secured Retail Receivables	1,000	Secured Retail Receivables	3,000	100	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Collateral Mgmt for Banking Suite Edition, Secured Private Banking, Cmplx Individual, SME Receivables	1,000	Secured Private Banking, Complex Individual, SME Receivables	6,000	10	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Collateral Mgmt for Banking Suite Edition, Secured Corporate Receivables	100	Secured Corporate Receivables	2,400	30	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Collateral Mgmt for Banking, Secured Micro Loans	1,000	Secured Micro Loans	1,500	200	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Collateral Mgmt for Banking, Secured Retail Receivables	1,000	Secured Retail Receivables	3,000	100	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Collateral Mgmt for Banking, Secured Private Banking, Cmplx Individual, SME Receivables	1,000	Secured Private Banking, Complex Individual, SM	6,000	100	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Collateral Mgmt for Banking, Secured Corporate Receivables	100	Secured Corporate Receivables	2,400	50	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient
SAP Marketing, Sales and Service for Banking, Retail Customers	1,000	Retail Customers	1,500	300	N/A	Y		Y	All	Y	N		
SAP Marketing, Sales and Service for Banking, Corporate Customers	100	Corporate Customers	3,000	150	N/A	Y		Y	All	Y	N		
SAP Incentive and Commission Mgmt for Banking	1	Banking Commission Receipient	900	100	N/A	E	ERP	Y	All	Y	N		Banking User license sufficient

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	In Blocks of	Sales Unit Measure	Price/ Sales Unit	Min. Blocks	Max. Price	USR	[illegible]	SAV	DP	DSC	IR	Remarks
SAP Financial Database for Banking	1,000	Objects	600	750	N/A	E		Y	All	Y	N	Banking User license sufficient
SAP Basel II, Accounts first 1000 units	1,000	Accounts	3,000	15	3,000,000	E		Y	All	Y	N	Banking User license sufficient
SAP Basel II, Accounts above 1000 units	1,000	Accounts	480	1	N/A	E		Y	All	Y	N	Banking User license sufficient
SAP Basel II, Derivatives first 1000 units	50	Derivatives	1,800	10	1,800,000	E		Y	All	Y	N	Banking User license sufficient
SAP Basel II, Derivatives above 1000 units	50	Derivatives	600	1	N/A	E		Y	All	Y	N	Banking User license sufficient
SAP Basel II, P/C/S Cashflow Based first 1000 units	1,000	P/C/S Cashflow Based	12,000	10	12,000,000	E		Y	All	Y	N	Banking User license sufficient
SAP Basel II, P/C/S Cashflow Based above 1000 units	1,000	P/C/S Cashflow Based	2,400	1	N/A	E		Y	All	Y	N	Banking User license sufficient
SAP Basel II, Retail Cashflow Based first 1000 units	1,000	Retail Cashflow Based	3,000	10	3,000,000	E		Y	All	Y	N	Banking User license sufficient
SAP Basel II, Retail Cashflow Based above 1000 units	1,000	Retail Cashflow Based	480	1	N/A	E		Y	All	Y	N	Banking User license sufficient
Credit portf. data proc. tool f SAP f Banking, Accounts, first 1000 units	1,000	Accounts	600	30	624,000	E		Y	All	Y	N	Banking User license sufficient
Credit portf. data proc. tool f SAP f Banking. Accounts, above 1000 units	1,000	Accounts	96		N/A	E		Y	All	Y	N	Banking User license sufficient
Credit portf. data proc. tool f SAP f Banking, Derivatives, first 1000 units	50	Derivatives	360	25	600,000	E		Y	All	Y	N	Banking User license sufficient
Credit portf. data proc. tool f SAP f Banking, Derivatives, above 1000 units	50	Derivatives	120		N/A	E		Y	All	Y	N	Banking User license sufficient
Credit portf. data proc. tool f SAP f Bankin, P/C/S Cashflow Based, first 1000 units	1,000	P/C/S Cashflow Based	2,400	25	264,000	E		Y	All	Y	N	Banking User license sufficient
Credit portf. data proc. tool f SAP f Banking, P/C/S Cashflow Based, above 1000 units	1,000	P/C/S Cashflow Based	480		N/A	E		Y	All	Y	N	Banking User license sufficient
Credit portf. data proc. tool f SAP f Banking, Retail Cashflow Based, first 1000 units	1,000	Retail Cashflow Based	600	25	840,000	E		Y	All	Y	N	Banking User license sufficient
Credit portf. data proc. tool f SAP f Banking, Retail Cashflow Based, above 1000 units	1,000	Retail Cashflow Based	96		N/A	E		Y	All	Y	N	Banking User license sufficient
SAP Acc. f Fin. Instr. for Banking, Accounts, first 1000 units	1,000	Accounts	3,750	10	3,750,000	E		Y	All	Y	N	Banking User license sufficient
SAP Acc. f Fin. Instr. for Banking, Accounts, above 1000 units	1,000	Accounts	600	1	N/A	E		Y	All	Y	N	Banking User license sufficient
SAP Acc. f Fin. Instr. for Banking, Derivatives, first 1000 units	50	Derivatives	2,250	8	2,250,000	E		Y	All	Y	N	Banking User license sufficient
SAP Acc. f Fin. Instr. for Banking, Derivatives, above 1000 units	50	Derivatives	750	1	N/A	E		Y	All	Y	N	Banking User license sufficient
SAP Acc. f Fin. Instr. for Banking, P/C/S Cashflow Based, first 1000 units	1,000	P/C/S Cashflow Based	15,000	8	15,000,000	E		Y	All	Y	N	Banking User license sufficient

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In Blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Acc. f Fin. Instr. for Banking-P/C/S Cashflow Based, above 1000 units	1,000	P/C/S Cashflow Based	3,000	1	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Acc. f Fin. Instr. for Banking-Retail Cashflow Based, first 1000 units	1,000	Retail Cashflow Based	3,750	8	3,750,000	E		Y	All	Y	N		Banking User license sufficient
SAP Acc. f Fin. Instr. for Banking-Retail Cashflow Based, above 1000 units	1,000	Retail Cashflow Based	600	1	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Hedge Mgmt for Banking, Accounts first 1000 units	1,000	Accounts	375	30	375,000	E		Y	All	Y	N		Banking User license sufficient
SAP Hedge Mgmt for Banking, Accounts above 1000 units	1,000	Accounts	60	1	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Hedge Mgmt for Banking, Derivatives first 1000 units	50	Derivatives	225	15	225,000	E		Y	All	Y	N		Banking User license sufficient
SAP Hedge Mgmt for Banking, Derivatives above 1000 units	50	Derivatives	75	1	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Hedge Mgmt for Banking, P/C/S Cashflow Based first 1000 units	1,000	P/C/S Cashflow Based	1,500	20	1,500,000	E		Y	All	Y	N		Banking User license sufficient
SAP Hedge Mgmt for Banking, P/C/S Cashflow Based above 1000 units	1,000	P/C/S Cashflow Based	300	1	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Hedge Mgmt for Banking, Retail Cashflow Based first 1000 units	1,000	Retail Cashflow Based	375	20	375,000	E		Y	All	Y	N		Banking User license sufficient
SAP Hedge Mgmt for Banking, Retail Cashflow Based above 1000 units	1,000	Retail Cashflow Based	60	1	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Limit Manager for Banking, first 1000 units	1,000	Limit Sets	2,250	130	2,250,000	E		Y	All	Y	N		Banking User license sufficient
SAP Limit Manager for Banking, above 1000 units	1,000	Limit Sets	600	1	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Prof. Ana. and Mgmt Acc. f Bank, Accounts first 1000 units	1,000	Accounts	2,250	20	2,250,000	E		Y	All	Y	N		Banking User license sufficient
SAP Prof. Ana. and Mgmt Acc. f Bank, Accounts above 1000 units	1,000	Accounts	360	1	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Prof. Ana. and Mgmt Acc. f Bank, Derivatives first 1000 units	50	Derivatives	1,350	12	1,350,000	E		Y	All	Y	N		Banking User license sufficient
SAP Prof. Ana. and Mgmt Acc. f Bank, Derivatives above 1000 units	50	Derivatives	450	1	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Prof. Ana. and Mgmt Acc. f Bank, P/C/S Cashflow Based first 1000 units	1,000	P/C/S Cashflow Based	9,000	12	9,000,000	E		Y	All	Y	N		Banking User license sufficient
SAP Prof. Ana. and Mgmt Acc. f Bank, P/C/S Cashflow Based above 1000 units	1,000	P/C/S Cashflow Based	1,800	1	N/A	E		Y	All	Y	N		Banking User license sufficient
SAP Prof. Ana. and Mgmt Acc. f Bank, Retail Cashflow Based first 1000 units	1,000	Retail Cashflow Based	2,250	12	2,250,000	E		Y	All	Y	N		Banking User license sufficient

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit, in blocks of	Sales Unit, Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	UPF	ERP	CAV	DB	DVD	TP	Remarks
SAP Prof. Ana. and Mgmt Acc. f Bank, Retail Cashflow Based above 1000 units	1,000	Retail Cashflow Based	360	1	N/A	E		Y	All	Y	N	Banking User license sufficient
SAP Extended Sourcing for Banking	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Extended Procurement for Banking	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Currency Management and Optimization for Bank	1	Cash Control Point	375	400	N/A	E		Y	All	Y	N	Banking User license sufficient
[illegible]												
SAP Incentive and Commissions Management for Ins	1,000,000	Gross Written Premium (GWP)	5,265	100	N/A	Y	ERP	Y	All	Y	N	
SAP Collections and Disbursements for Ins	1,000,000	Gross Written Premium (GWP)	4,050	100	N/A	Y	ERP	Y	All	Y	N	
SAP Claims Management Property and Casualty for Ins	1,000,000	Gross Written Premium (GWP)	8,100	50	N/A	Y	ERP	Y	All	Y	N	
SAP Marketing for Ins	1,000,000	Gross Written Premium (GWP)	675	100	N/A	Y		Y	All	Y	N	
SAP Sales for Ins	1,000,000	Gross Written Premium (GWP)	675	100	N/A	Y		Y	All	Y	N	
SAP Service for Ins	1,000,000	Gross Written Premium (GWP)	675	100	N/A	Y		Y	All	Y	N	
SAP Investment Management for Ins	500,000,000	Asset under Management	24,000	6	N/A	Y	ERP	Y	All	Y	N	
SAP Investment Controlling for Ins	500,000,000	Asset under Management	24,000	6	N/A	Y	ERP	Y	All	Y	N	
SAP Statutory Reporting for Ins	500,000,000	Asset under Management	12,000	6	N/A	Y	ERP	Y	All	Y	N	
SAP Financial Customer Information Management for Ins	1,000	Customer	1,200	350	N/A	Y	ERP	Y	All	Y	N	check product specific terms in t&c
SAP Hedge Management for Ins	500,000,000	Asset under Management	13,500	100	N/A	Y	ERP	Y	All	Y	N	
SAP Extended Procurement for Ins	1,000,000	Spend Volume	1,500	1	N/A	E		Y	All	Y	N	Suppliers do not require Named User License
SAP Extended Sourcing for Ins	1,000,000	Spend Volume	1,500	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP NetWeaver												
SAP NetWeaver Packages												
SAP NetWeaver Process Integration	1	CPU	108,000	1	N/A	E		Y	All	Y	N	Developer and adminstrators require a license
SAP NetWeaver Telenet 3270 adapter by iWay	1	Adapter type	180,000	1	N/A	N	7009502	Y	All	Y	Y	
SAP NetWeaver for Baan adapter by iWay	1	Adapter type	180,000	1	N/A	N	7009502	Y	All	Y	Y	
SAP NetWeaver Telenet for QAD M.F.G Pro adapter by iWay	1	Adapter type	180,000	1	N/A	N	7009502	Y	All	Y	Y	
SAP NetWeaver Telenet 5250 adapter by iWay	1	Adapter type	180,000	1	N/A	N	7009502	Y	All	Y	Y	
SAP NetWeaver Marketplace adapter	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y	
SAP NetWeaver adapter for AS2 by iWay	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y	
SAP NetWeaver adapter for UCCNet by iWay	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y	
SAP NetWeaver adapter for Transora by iWay	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y	
SAP NetWeaver adapter for TIBCO Rendezvous by iWay	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In Blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP NetWeaver adapter for AS2 (EDIINT) by Seeburger	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for OFTP by Seeburger	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for VAN by Seeburger	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for AS1 by iWay	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for CORBA by iWay	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for Swift by iWay	1	GB per month	10,500	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for A&D by Seeburger	1	GB per month	15,000	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for Auto by Seeburger	1	GB per month	15,000	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for Chem by Seeburger	1	GB per month	15,000	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for CP by Seeburger	1	GB per month	15,000	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for High Tech by Seeburger	1	GB per month	15,000	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for Paper by Seeburger	1	GB per month	15,000	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for Pharma by Seeburger	1	GB per month	15,000	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for Retail by Seeburger	1	GB per month	15,000	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for Generic EDI by Seeburger	1	GB per month	15,000	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for Cross Industry: Payment by Seeburger	1	GB per month	15,000	5	N/A	N	7009502	Y	All	Y	Y		
SAP NetWeaver adapter for Peoplesoft by iWay (portal edition)	1	installation and connected system	45,000	1	N/A	N	EP	Y	All	Y	Y		
SAP NetWeaver adapter for Siebel by iWay (portal edition)	1	installation and connected system	45,000	1	N/A	N	EP	Y	All	Y	Y		
SAP Business Package for RosettaNet	1	GB per month	27,000	1	N/A	N	7009502	Y	All	Y	N		
SAP Business Package for CDIX	1	GB per month	27,000	1	N/A	N	7009502	Y	All	Y	N		
SAP Business Package for STAR	1	Installation	9,000	1	N/A	N	7009502	Y	All	Y	N		
SAP Business Package for SWIFT	1	Installation	75,000	1	N/A	N	7009502	Y	All	Y	N		
SAP Partner Connectivity Kit	1	Installation	3,750	1	N/A	N	7009502	Y	All	Y	N	check product specific terms in t&c	
SAP NetWeaver Business Process Management	1	CPU	60,000	1	N/A	N		Y	All	Y	N		
SAP NetWeaver Business Rules Management	1	CPU	18,000	1	N/A	N		Y	All	Y	N		
SAP NetWeaver OpenHub	1	Installation	375,000	1	N/A	N	BW	Y	All	Y	N	check product specific terms in t&c	
SAP NetWeaver BeXBroadcaster	1	Recipients	60	300	N/A	N	BW	Y	All	Y	N	check product specific terms in t&c	
SAP NetWeaver Business Warehouse Accelerator	1	4 GB blade memory	12,500	4	N/A	N	BW	N	All	N	N	check product specific terms in t&c	
SAP NetWeaver Enterprise Search	1	4 GB blade memory	18,750	4	N/A	N	ERP	Y	All	Y	N	check product specific terms in t&c	
External community members	1	Member	23	300	N/A	N	SAP	Y	All	N	N		

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	If blocks of	Sales Unit	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP NetWeaver MDM, customers	1	Customer Object	3	75,000	12,000,000	E		Y	All	Y	N	check product specific terms in t&c
SAP NetWeaver MDM, suppliers	1	Supplier Object	30	7,500	12,000,000	E		Y	All	Y	N	check product specific terms in t&c
SAP NetWeaver MDM, products	1	Product Object	15	15,000	12,000,000	E		Y	All	Y	N	check product specific terms in t&c
SAP NetWeaver MDM, user defined objects	1	User defined Object	150	1,500	N/A	E		Y	All	Y	N	check product specific terms in t&c
SAP NetWeaver MDM, printing and PCM	1	Product in the Product Data Cache	12	20,000	3,000,000	E		Y	All	Y	N	check product specific terms in t&c
SAP NetWeaver MDM, global data synchronization	1	Product in the Product Data Cache	8	30,000	3,200,000	E	ERP	Y	All	Y	N	check product specific terms in t&c
SAP NetWeaver Identity Management	1	Managed Identity	53	300	N/A	E		Y	All	Y	N	check product specific terms in t&c
SAP NetWeaver Information Lifecycle Management	20,000,000	Managed Items	75,000	1	N/A	Y	ERP	Y	All	Y	N	
SAP Records Management	10	Records	6	1	15,000,000	Y		Y	All	Y	N	includes Public Sector records management
SAP NetWeaver Voice	1	Port	3,600	1	N/A	N		Y	All	Y	N	
Duet	1	User	100	1	N/A	Y	SAP	N	n.a.	N	N	Max DB, MS SQL embedded
Alloy	1	User	100	1	N/A	Y	SAP	N	n.a.	N	N	Max DB, MS SQL embedded
SAP NetWeaver Foundation for Third Party Applications												
SAP NetWeaver Foundation for Third Party Applications, CPU based	1	CPU	45,000	1	N/A	N		E	MDB, DB	Y	N	check product specific terms in t&c
SAP NetWeaver Foundation for Third Party Applications, user based	1	User	675	120	N/A	N		E	MDB, DB	Y	N	check product specific terms in t&c
Solution Manager Products												
SAP Resource and Portfolio Management (SAP RPM)	25,000,000	Portfolio Budget managed with SAP RPM	82,500	1	N/A	Y		Y	All	Y	N	
SAP Contract Lifecycle Management (SAP CLM)	500	Contracts	45,000	1	N/A	E		Y	Ora, DB2	Y	N	Suppliers do not require Named User License
SAP Manufacturing Integration and Intelligence (SAP MII)	100	Employees (SAP MII)	45,000	1	N/A	Y		Y	All	Y	N	
SAP Lean Planning Operations (SAP LPO)	5	Work-Center	142,500	1	N/A	Y	ERP	Y	All	Y	N	
SAP Material Flow System Control	1	Warehouse	15,000	1	N/A	Y	ERP+Mat	Y	All	Y	N	Mat=Ind. Spec. SAP Extd Warehouse Pack
SAP Auto-ID Infrastructure	1	Auto-ID Site	75,000	1	N/A	N	ERP	Y	All	Y	N	
SAP Auto-ID Enterprise	1	Auto-ID Site	112,500	1	N/A	N	ERP	Y	All	Y	N	
SAP Test Data Migration Server	300	Database Size in GB	33,750	1	N/A	N	SAP	Y	All	Y	N	
SAP Business Communications Management, multi-channel	1	BCM multi-channel user	4,200	1	N/A	N		E	MS	Y	N	Lic. incl. BCM (voice only) + BCM (pers. Tele)
SAP Business Communications Management, voice-only	1	BCM voice-only user	2,400	1	N/A	N		E	MS	Y	N	Lic. incl. BCM (pers. Tele)
SAP Business Communications Management, personal-telephony	1	BCM personal-telephony user	420	1	N/A	N		E	MS	Y	N	
SAP Business Communications Management, reporting	1	BCM reporting user	150	1	N/A	N		E	MS	Y	N	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In blocks of	Sales Unit: Metrics	Price Sales Unit	Min. Blocks	Base Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Business Communications Management, IVR	1	Ports	1,650	1	N/A	N		E	MS	Y	N	
SAP Manufacturing Execution, core	50	Resources	232,500	1	N/A	Y		Y	All	Y	N	
SAP Manufacturing Execution, test & repair	50	Resources	30,000	1	N/A	Y	7009537	Y	All	Y	N	
SAP Web Channel Enablement	1,000	Page Views	17	5,000	N/A	E		Y	All	Y	N	Bus. Part. do not require Named User License
SAP Interaction Center Management	1,000	Interaction Records	75	100	N/A	Y		Y	All	Y	N	
SAP Central Process Scheduling by Redwood	1	Process Server	90,000	1	N/A	Y	SAP	Y	All	Y	Y	
SAP Talent Visualization by Nakisa, Talent Planning	15	User	67,500	1	N/A	Y	SAP	E	E	Y	Y	Oracle, DB2zOS,MSQL
SAP Talent Visualization by Nakisa, Talent Viewing	50	User	21,000	1	N/A	Y	SAP	E	E	Y	Y	Oracle, DB2zOS,MSQL
SAP Talent Visualization by Nakisa, OrgChart	500	User	17,250	1	N/A	Y	SAP	E	E	Y	Y	Oracle, DB2zOS,MSQL
SAP Price and Margin Management by Vendavo	500,000,000	Revenue	750,000	9	N/A	Y	SAP	E	Ora	Y	Y	
SAP Margin Analysis by Vendavo	3,000,000,000	Revenue	1,050,000	1	N/A	Y	SAP	E	Ora	Y	Y	
SAP Paybacks and Chargebacks by Vistex	50,000,000	Revenue	37,500	3	6,750,000	Y	SAP	Y	All	Y	Y	
SAP Incentives Administration by Vistex	50,000,000	Revenue	37,500	3	6,750,000	Y	SAP	Y	All	Y	Y	
SAP Promotions and Agreements by Vistex	50,000,000	Revenue	75,000	1	N/A	Y	SAP	Y	All	Y	Y	
SAP Archiving by Open Text, power usage	1	User	525	100	N/A	Y	SAP	Y	Ora, MS	Y	Y	
SAP Archiving by Open Text, employee usage	1	User	75	100	N/A	Y	SAP	Y	Ora, MS	Y	Y	
SAP Document Access by Open Text, power usage	1	User	713	100	N/A	Y	SAP	Y	Ora, MS	Y	Y	
SAP Document Access by Open Text, employee usage	1	User	75	100	N/A	Y	SAP	Y	Ora, MS	Y	Y	
SAP Invoice Management by Open Text	1,000	Invoice	1,125	100	N/A	Y	SAP	Y	All	Y	Y	
OCR option for SAP Invoice Management by OpenText	1,000	Invoice	900	100	N/A	Y	7009554	Y	All	Y	Y	
SAP Acrobat Connect Professional Meeting by Adobe	1	User	615	1	N/A	Y	SAP	N	n.a.	Y	Y	
SAP Acrobat Connect Professional Learning by Adobe	1	User	570	1	N/A	Y	SAP	N	n.a.	Y	Y	
SAP Productivity Pak by RWD - excl. North America	1	User	143	75	N/A	Y	7009561	E	Ora, MS	Y	Y	Separate Mat-No. For US and Can
SAP Productivity Pak Help Launch Pad by RWD - excl. North America	1	User	15	75	N/A	Y	7009560	Y	All	Y	Y	Separate Mat-No. For US and Can
SAP Productivity Composer by RWD - excl. North America	1	User	113	75	N/A	Y	7009563	N	n.a.	Y	Y	Separate Mat-No. For US and Can
SAP Productivity Composer Help Launch Pad by RWD - excl. North America	1	User	15	75	N/A	Y	7009562	Y	All	Y	Y	Separate Mat-No. For US and Can
SAP Productivity Pak by RWD - North America only	1	User	143	75	N/A	Y	7009561	E	Ora, MS	Y	Y	Separate Mat-No. For US and Can
SAP Productivity Pak Help Launch Pad by RWD - North America only	1	User	15	75	N/A	Y	7009560	Y	All	Y	Y	Separate Mat-No. For US and Can

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	Sales Unit: In blocks of	Sales Unit: Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP Productivity Composer by RWD - North America only	1	User	113	75	N/A	Y	7009563	N	n.a.	Y	Y	Separate Mat-No. For US and Can
SAP Productivity Composer Help Launch Pad by RWD - North America only	1	User	15	75	N/A	Y	7009562	Y	All	Y	Y	Separate Mat-No. For US and Can
SAP Business Designer by IDS Scheer	1	User	9,300	10	N/A	Y	SAP	Y	E	Y	Y	Oracle,MSQL,DB2
SAP Business Publisher by IDS Scheer	100	User	26,250	1	N/A	Y	SAP	Y	E	Y	Y	MSQL
SAP Enterprise Modeling by IDS Scheer	1	User	22,800	1	N/A	Y	SAP	Y	E	Y	Y	Oracle,MSQL,DB2
SAP Business Process Optimization by IDS Scheer	1	User	33,000	1	N/A	Y	SAP	Y	E	Y	Y	Oracle,MSQL,DB2
SAP Process Performance Management by IDS Scheer	1	Scenario	147,000	1	N/A	Y	SAP	Y	All	Y	Y	
SAP Dispatching & Planning - Longterm Planning by PROLOGA	1	Professional User	300	1	N/A	Y	ERP	Y	All	Y	Y	
SAP Dispatching & Planning - Operational Planning by PROLOGA	1	Professional User	450	1	N/A	Y	ERP	Y	All	Y	Y	
SAP Mobile Order Management by PROLOGA	1	Truck	1,350	1	N/A	Y	ERP	Y	All	Y	Y	
SAP Legal Requirements by PROLOGA	1	Professional User	450	1	N/A	Y	ERP	Y	All	Y	Y	
SAP User Experience Management by Knoa	1	Monitored User	234	150	N/A	Y	SAP	Y	Ora, MS	Y	Y	
SAP Extended Diagnostics by CA Wily	1	CPU	12,750	1	N/A	Y	SAP	N	All	Y	Y	
SAP Workf. Sched. and Opt. application by ClickSoftware – bundle	250	Managed Resources	1,500,000	1	N/A	Y	SAP	Y	All	Y	Y	
SAP Workf. Sched. & Opt. by ClickSoftware, Field Serv. & Maint.	250	Managed Resources	900,000	1	N/A	Y	SAP	Y	All	Y	Y	
SAP Workf. Sched. & Opt. by ClickSoftware, Forecast & Roster Plan.	250	Managed Resources	1,012,500	1	N/A	Y	SAP	Y	All	Y	Y	
DB2 Everyplace Database	1	Mobile user	45	1	N/A	Y	SAP	N	n.a.	N	Y	
Sybase SQL Anywhere Database for Use with SAP POS for Retail	1	Device	90	1	N/A	Y	7009245	N	n.a.	N	Y	
SAP PLM interface to AutoCad	1	User	1,250	1	N/A	Y	ERP	Y	All	N	Y	
SAP PLM interface to ProE	1	User	1,850	1	N/A	Y	ERP	Y	All	N	Y	
SAP PLM interface to CATIA (V4)	1	User	1,950	1	N/A	Y	ERP	Y	All	N	Y	
SAP PLM interface to CATIA (V5)	1	User	1,950	1	N/A	Y	ERP	Y	All	N	Y	
SAP PLM interface to NX	1	User	1,850	1	N/A	Y	ERP	Y	All	N	Y	
SAP PLM interface to I-DEAS	1	User	1,850	1	N/A	Y	ERP	Y	All	N	Y	
SAP PLM interface to SolidWorks	1	User	1,750	1	N/A	Y	ERP	Y	All	N	Y	

GSA PRICE LIST

SAP Business Suite and SAP NetWeaver

Price List Item	In Blocks of	Sales Unit Metrics	Price/ Sales Unit	Min. Blocks	Max. Price	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
SAP PLM interface to SolidEdge	1	User	1,750	1	N/A	Y	ERP	Y	All	N	Y	
SAP PLM interface to Inventor	1	User	1,750	1	N/A	Y	ERP	Y	All	N	Y	
SAP Visual Information Plants by NRX	300	VIP User	855	1	N/A	Y	SAP	Y	Ora, MS	Y	Y	
SAP Enterprise Inventory Optimization by SmartOps	1,000,000,000	Revenue	1,200,000	1	N/A	Y	SAP	Y	Ora	Y	Y	
SAP Data Maintenance for ERP by Vistex - Pricing	50,000,000	Revenue	18,750	3	6,750,000	Y	ERP	Y	All	Y	Y	
SAP Data Maintenance for ERP by Vistex - Resources	50,000,000	Revenue	18,750	3	6,750,000	Y	ERP	Y	All	Y	Y	
Hardware												
SAP MaxDB		SAV	5%		N/A	N	SAP	N		Y	N	
MS SQL Server Enterprise Edition		SAV	8%		N/A	N	SAP	N		Y	Y	
DB2 Enterprise Server Edition for Linux, Unix and Windows		SAV	8%		N/A	N	SAP	N		Y	Y	
Oracle DB		SAV	11%		N/A	N	SAP	N		Y	Y	
DB2 for z/OS		SAV	11%		N/A	N	SAP	N		Y	Y	
Migration from Informix to DB2 Enterprise Edition for Linux, Unix, Windows		SAV	1%		N/A	N	SAP	N		Y	Y	
Oracle Real Application Cluster		SAV	3%		N/A	N	SAP	N	Ora	Y	Y	
DB2 for NW Found. 3rd party (Enterprise Server Edition for Linux, Unix, Windows)		SAV	8%		N/A	N	Mat	N		Y	Y	Mat=7009522,7009523
Support												
Support Offerings												
SAP Enterprise Support		Contract Price	22%		N/A							
SAP Product Support for Large Enterprises		Contract Price	17%		N/A							
SAP Solution Manager												
SAP Solution Manager Extended Service Desk	1,000	Service Requests	38	1	N/A	Y	ERP	Y	All	Y	N	
SAP Test Acceleration and Optimization	1	Tester	18,000	1	N/A	Y	special	Y	All	Y	N	check product specific terms in t&c
SAP Solution Manager adapter for SAP Quality Center by HP	1	Connected systems	75,000	1	N/A	Y	ERP	Y	All	Y	N	
End of List												

GSA PRICE LIST

SAP Business Objects

Price List Item	Sales Unit (Blocks)	Sales Unit (Matrix)	Price/ Sales unit ($)	Min. Blocks	Maximum Price ($)	DSC	PREREQUISITE	TAX	DB	DSC	Customers who may license (Direct Only)	Remarks [Licensing Details No.]
Named User												
SAP Application Business Expert User	1	SAP Application Bus. Expert User	7,500	1	N/A	N		Y	All	Y	N All	
SAP Application Business Information User	1	SAP Application Bus. Info. User	1,200	1	N/A	N		Y	All	Y	N All	
SAP Application Business Analyst User	1	SAP Application Bus. Analyst User	2,700	1	N/A	N		Y	All	Y	N All	
SAP Application BI Viewer User	1	SAP Application BI Viewer User	1,125	1	N/A	N		Y	All	Y	N All	
SAP BusinessObjects Business Intelligence (BI) Solutions												
SAP BusinessObjects BI package	1	per CPU	112,500	1	N/A	Y		E	C	Y	N All	
SAP BusinessObjects Enterprise, advanced administration package (CPU)	1	per CPU	50,000	1	N/A	C	BOE, Edge, CR Server	N	None	N	Y All	[2]
SAP BusinessObjects Enterprise, advanced administration package (User)	1	User	500	1	N/A	C	BOE, Edge, CR Server	N	None	N	Y All	[2]
SAP BusinessObjects Information Management (IM) Solutions												
SAP BusinessObjects Operational information management package	1	per CPU	420,000	4	N/A	Y		E	C	Y	N All	
SAP BusinessObjects Analytical information management package	1	per CPU	480,000	4	N/A	Y		E	C	Y	N All	
SAP BusinessObjects DQM - cleansing package option (all languages)	1	per CPU	45,000	2	N/A	C	DQ or DS	E	C	Y	N existing only	[1, 2]
SAP BusinessObjects governance, risk, and compliance (GRC) solutions												
SAP BusinessObjects Access Control	500	Employees	82,500	1	6,600,000	Y		Y	All	Y	N All	
SAP BusinessObjects Process Control	500	Employees	93,750	1	6,562,500	Y		Y	All	Y	N All	
SAP BusinessObjects Risk Management	500	Employees	101,250	1	7,087,500	Y		Y	All	Y	N All	
SAP BusinessObjects GTS - Export	500 mio	Revenue	210,000	1	4,500,000	Y		Y	All	Y	N All	
SAP BusinessObjects GTS - Import	500 mio	Revenue	270,000	1	5,850,000	Y		Y	All	Y	N All	
SAP BusinessObjects GTS - Restitution	500 mio	Revenue	120,000	1	2,535,000	Y		Y	All	Y	N All	
SAP BusinessObjects GTS - Trade Preferences	500 mio	Revenue	240,000	1	5,850,000	Y		Y	All	Y	N All	

GSA PRICE LIST

SAP Business Objects

Price List Item	Sales Unit blocks	Sales Unit Metrics	Price/ sales unit ($)	Min. Blocks	Maximum Price ($)	Price Type	PREREQUISITE	SAP	SP	Kit Price	Customers who may license (Direct Only)	Remarks [Licensing Details No.]
SAP BusinessObjects GTS - Bundle	500 mio	Revenue	510,000	1	10,875,000	Y		Y	All	Y	N All	
SAP BusinessObjects GTS - Sanction Party List Service	1	Package Fee	225,000	1	N/A	Y		Y	All	Y	N All	included with GTS Export license
SAP BusinessObjects enterprise performance management (EPM) solutions												
SAP BusinessObjects Planning & Consolidation, version for the Microsoft Platform (BPC)	500	Employees	112,500	1	6,750,000	Y		E	MS	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects Planning & Consolidation, version for SAP NetWeaver (BPC)	500	Employees	112,500	1	6,750,000	Y		Y	All	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects Planning, version for the Microsoft Platform	500	Employees	63,750	1	3,825,000	Y		E	MS	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects Planning, version for SAP NetWeaver	500	Employees	63,750	1	3,825,000	Y		Y	All	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects Consolidation, version for the Microsoft Platform	500	Employees	82,500	1	4,950,000	Y		E	MS	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects Consolidation, version for SAP NetWeaver	500	Employees	82,500	1	4,950,000	Y		Y	All	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects Planning & Consolidation – SAP NetWeaver Platform Access Component	1	Fixed Fee	25,500	1	N/A	Y		Y	All	N	N All	
SAP BusinessObjects Strategy Management	500	Employees	63,750	1	3,825,000	Y		Y	All	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects Spend Analytics	500	Employees	75,000	1	4,500,000	Y		Y	All	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects Financial Information Management (FIM)	500	Employees	22,500	1	1,200,000	Y		E	MS, C	Y	N All	[3, 4]
SAP BusinessObjects Intercompany	500	Employees	45,000	1	2,250,000	Y		E	MS, C	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects Financial Consolidation	500	Employees	112,500	1	6,750,000	Y		E	MS, C	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects Profitability and Cost Management	500	Employees	90,000	1	5,400,000	Y		E	MS, C	Y	N All	[4], see also product specific provision in t&c
SAP BusinessObjects XBRL Publishing by Ubmatrix	1	User	15,000	2	N/A	Y		Y	All	C	Y All	58% maximum discount applies
SAP BusinessObjects learning products												
SAP BusinessObjects Knowledge Accelerator for Info View (NU)	1	User	55	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Info View (CPU)	1	per CPU	13,750	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Xcelsius (NU)	1	User	55	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Xcelsius (CPU)	1	per CPU	13,750	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for WebI Interactive Viewing (NU)	1	User	73	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for WebI Interactive Viewing (CPU)	1	per CPU	18,250	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Live Office (NU)	1	User	73	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Live Office (CPU)	1	per CPU	18,250	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Voyager (NU)	1	User	73	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Voyager (CPU)	1	per CPU	18,250	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Crystal Reports (NU)	1	User	73	1	N/A	C		N	None	Y	N All	[2]

GSA PRICE LIST

SAP Business Objects

Price List Item	Sales Unit Blocks	Sales Unit Metrics	Price/ sales unit (1)	Min. Blocks	Maximum Price ($)	USPS	PREREQUISITE	SAP	DB	NCS	Customers who may license (Direct Only)	Remarks [Licensing Details No.]
SAP BusinessObjects Knowledge Accelerator for Crystal Reports (CPU)	1	per CPU	18,250	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Dashboard Builder (NU)	1	User	73	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Dashboard Builder (CPU)	1	per CPU	18,250	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Webl (NU)	1	User	109	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Webl (CPU)	1	per CPU	27,250	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Desktop Intelligence (NU)	1	User	109	1	N/A	C		N	None	Y	N All	[2]
SAP BusinessObjects Knowledge Accelerator for Desktop Intelligence (CPU)	1	per CPU	27,250	1	N/A	C		N	None	Y	N All	[2]

LICENSING DETAILS FOR SAP BUSINESSOBJECTS SOFTWARE

Cross reference the below to Licensing Detail-Remarks column of the SAP BusinessObjects pricelist table.

1. Conditional licensing of Databases & SAV relevance: If the SAP BusinessObjects solution is deployed standalone, the required databases needs to be licensed directly from database vendors.
2. Conditional licensing of SAP Named user: SAP named users are not required when individual BusinessObjects software is deployed standalone. The following SAP BusinessObjects packages always require licensing of SAP Named user: BI, operational IM, analytical IM.
3. License limitations of SAP BusinessObjects Data Integrator for SAP BusinessObjects FIM: (1) only for loading to SAP BusinessObjects FC, SAP BusinessObjects PCM and SAP Planning & Consolidation; (2) solely for use with SAP BusinessObjects FIM.
4. License limitations for SAP BusinessObjects Enterprise when used with SAP BusinessObjects EPM: (a) use of the Central Mgmt. Server for user authentication; use of Central Mgmt. Console to administer user rights/privileges specific to EPM.

SAP TIERED PRICING FOR SELECTED SAP PRODUCTS

BSI U.S. Payroll Tax Processing

Material	Sales Unit		Price/ Sales Unit	Min Blocks	Max Price	SAV Yes/ No	Database DB1/.../All	Discount Yes/ No	Channel Dir/ All	User Req Yes/ No	Prerequisite Item
	In blocks of	Metrics									
7000268			See below	N/A	N/A	Y	All	N	Dir	Yes	ERP + 7001132

List price for BSI Master Records is derived from the price zones given in table below.

Number of Master Records	License Fee (Non-Discountable)
1 to 5,000	12,000 + (no. of Master Records over 1,000 times USD 2.40)
5,001 to 40,000	21,600 + (USD 600 for each 1,000 Master Records or fraction thereof over 5,000)
40,001 to 100,000	42,600 + (USD 1,500 for each 5,000 Master Records or fraction thereof over 40,000)
100,001 to 200,000	60,600 + (USD 1,500 for each 10,000 Master Records or fraction thereof over 100,000)
200,001 and up	75,600 + (USD 1,500 for each 20,000 Master Records or fraction thereof over 200,000)

BSI U.S. Payroll Tax Processing must be licensed in blocks of 1,000 Master Records, and must equal the number of SAP Payroll Processing Software Engine Master Records licensed by the Customer (or at a minimum, the number of SAP Payroll Processing Software Engine Master Records licensed by the Customer's Authorized Affiliate(s) using the BSI U.S. Payroll Tax Processing software.) BSI U.S. Payroll Tax Processing license fees identified above are not discountable. A volume discount is already built into the fees shown above.

BSI U.S. Payroll Tax Processing **maintenance is calculated at forty-two percent (42%)** of the BSI U.S. Payroll Tax Processing Software License Fee. Enterprise Support is NOT available for this product. In addition, a $500 fee is applicable for any change in platform as BSI needs to provide a new version of its software for each changed platform (with regard to the BSI Software, any change in the customer's database, operating system, etc. is considered a change in platform.

The license and maintenance fees shown for the BSI U.S. Payroll Tax Processing software is for use at only one (1) location on a single platform. If multiple locations or platforms must be licensed, the above fees must be charged for each such location and platform.

Metric Definition:

Master Record represents one contractual relationship between the company and an employee whose payroll is being calculated.

SAP Apparel and Footwear Solution

Material	Sales Unit		Price/ Sales Unit	Price Basis
	in Blocks of	Metrics		
7009122	100.000.000	Revenue	37,500	1

Metric Definition

Revenue is defined as income that a company receives from its normal business activities and other revenue from interest, dividends, royalties or other sources.

SAP Downstream Marketing & Logistics for Oil & Gas
SAP Upstream Contracts Management for Oil & Gas
SAP Upstream Production Management for Oil & Gas
SAP Supply Chain Management for Oil & Gas

Remarks: All packages listed above use the metric BOEPD (Barrel of Oil Equivalent per Day). A customer might want to use the packages for different oil products (e.g., crude oil, refined products like gasoline, natural gas, or Liquefied petroleum products - LPG) and/or measures in other unit-of-measures (UoM) than barrels. In order to enable the conversion of those products and UoMs into BOEPD, the following conversion table can be used.

Conversion Factors:

To Convert

Crude Oil*	tonnes (metric)	kilolitres	barrels	US gallons	tonnes/ year
From			Multiply by		
Tonnes (metric)	1	1.165	7.33	307.86	-
Kilolitres	0.8581	1	6.2898	264.17	-
Barrels	0.1364	0.159	1	42	-
US Gallons	0.00325	0.0038	0.0238	1	-
Barrels/day	-	-	-	-	49.8

*Based on worldwide average gravity.

From Products	barrels to tonnes	tonnes to barrels	kilolitres to tonnes	tonnes to kilolitres

LPG	0.386	[illegible]	0.542	1.844
Gasoline	0.114	[illegible]	0.740	1.351
Kerosene	0.126	[illegible]	0.808	1.240
Gas oil / diesel	0.133	[illegible]	0.839	1.192
Fuel oil	0.149	6.7	0.939	1.065

To Convert

Natural Gas & Liquids	billion cubic metres NG	billion cubic feet NG	million tonnes oil equivalent	million tonnes LNG	trillion British thermal units	million barrels oil equivalent
From			Multiply by			
1 billion cubic metres NG	1	35.3	0.90	0.73	36	6.29
1 billion cubic feet NG	0.028	1	0.026	0.021	1.03	0.18
1 million tonnes oil equivalent	1.111	39.2	1	0.805	40.4	7.33
1 million tonnes LNG	1.38	48.7	1.23	1	52.0	8.68
1 trillion British thermal units	0.028	0.98	0.025	0.02	1	0.17
1 million barrels oil equivalent	0.16	5.61	0.14	0.12	5.8	1

[illegible]

1 metric tonne = 2204.62 lb.
= 1.1023 short tons
1 kilolitre = 6.2898 barrels
1 kilolitre = 1 cubic metre
1 kilo-calorie (kcal) = 4.187 kJ = 3.968 Btu
1 kilojoule (kJ) = 0.239 kcal = 0.948 Btu
1 British thermal unit (Btu) = 0.252 kcal = 1.055 kJ
1 kilowatt-hour (kWh) = 860 kcal = 3600 kJ = 3412 Btu

[illegible]

One tonne of oil equivalent equals approximately:

[illegible]

Solid fuels	1.5 tonnes of hard coal 3 tonnes of lignite
Gaseous fuels	See natural gas and LNG table
Electricity	12 megawatt-hours

One million tones of oil produces about 4,500 gigawatt-hours (=4.5 terawatt hours) of electricity in modern power station.
Tonnes = metric tons

SAP POS for Retail

Remarks:

SAP POS does not support Unicode and cannot represent languages that require Unicode or Double-byte character set. SAP POS supports only Latin-1 codepages.
The connection between a Unicode backend SAP system and SAP POS is only supported for codepages and countries that are enabled in SAP POS in the standard solution. All other countries that require Unicode or Double-Byte codepages are subject to the following limitation:
When SAP POS is connected to a Unicode SAP backend system, only characters that are defined in the appropriate single-byte codepage assigned to your SAP POS installation can be processed properly. Please also refer to SAP Note 73606.
Characters undefined in the SAP POS installation single-byte codepage will be garbled, and messages received from the Unicode backend system can get truncated.
Please take a look at SAP note 975768, which describes restrictions and possible problems when connecting Unicode Systems with non-Unicode Systems.
SAP assumes no responsibility or liability of any kind for problems that may arise from connecting Unicode Systems with non-Unicode Systems.

When connecting to a non-Unicode backend system please take into account the differences between non-ISO and ISO codepages (e.g., Windows 1252 and SAP 1100).

Material	Sales Unit		Price/ Sales Unit	Min. Blocks
	In blocks of	Metrics		
7009245	1	Device	900 USD	200

Metric Definition
Device is defined as a Point of Sales Device, or Mobile Device for Mobile POS application.

SAP Enterprise POS for Retail

Material	Sales Unit		Price/ Sales Unit	Min. Blocks
	In blocks of	Metrics		
7009249	1	Device	1,350 USD	200

Metric Definition
Device is defined as a Point of Sales Device, or Mobile Device for Mobile POS application.

SAP Classified Advertising for Media

Material	Sales Unit in blocks of	Metrics	Price/ Sales Unit	Min. Blocks
7009326	100.000	Classified Ads	15,000 USD	1

Metric Definition

Classified Ads are defined as the number of advertisement versions designed with the SAP ad editor in a one year period..

SAP Social Services Management for Public Sector

Remarks: This industry package includes an extensive framework. A recommendation is made to get in touch with Industry Solution Management to verify applicability to customer needs.

Material	Sales Unit in blocks of	Metrics	Price/ Sales Unit	Min. Blocks
7009392	1 Mio USD	Anual Public Sector Budget	405 USD	1

Metric Definition

Annual Public Sector Budget: Total annual public sector budget of SAP customer (i.e., agency, institution, program or department).

Supplementary Products

SAP Interactive Forms by Adobe, Enable the Enterprise

The list price for "SAP Interactive Forms by Adobe, Enable the Enterprise" is 60 USD per SAP Named User and per 40 modified or custom developed forms.

Metric Definition

SAP Named Users means every user accessing and working with any modified or custom developed form.
Modified or custom developed forms means each form being delivered with SAP Applications but being modified by customer or not delivered with SAP Applications and newly created by customer.

SAP Interactive Forms by Adobe, External users

Pricing for SAP Interactive Forms by Adobe, External users is been calculated based on the following formula:
It is the product of

total number of forms being used,
total number of persons accessing this form (to read/fill in/process),
0.075 USD (per Form, per User)

Note: Usage *only* in conjunction with SAP applications, where no SAP applications named user licenses apply.

Metric Definition

Total number of persons accessing this form means every person accessing and working with any form that has no SAP Named User license due to the exceptions of the SAP Application that will be accessed via the forms (see Remarks of the affected SAP Application)

Total number of forms being used means each form being used by such person as defined above.

SAP Interactive Forms by Adobe, SAP NW Found. for third Party Appl.

Pricing for SAP Interactive Forms by Adobe, SAP NW Found. for third Party Appl.is been calculated based on the following formula:

It is the product of

- total number of forms being used,
- total number of persons accessing this form (to read/fill in/process),
- 0.075 $ (per Form, per User)

Note: Usage *only* in conjunction with SAP NetWeaver Foundations for 3rd Party Applications.

Metric Definition

Total number of persons accessing this form means every person accessing and working (to read/fill in/process) with any form that access an application built on SAP NetWeaver Foundations for 3rd Party Applications.

Total number of forms being used means each form being used by such person as defined above.

SAP Loadrunner by HP

100	300,000	1,200
250	435,000	900
1,000	697,500	600
2,500	1,245,000	450
5,000	1,875,000	300
10,000	2,550,000	225

Look up table - do not cumulate.

Metric Definition

A Virtual User is each user that is simulated in the software to test the load on the SAP system.

SAP Quality Center by HP

Up to 3	240,000
4 – 10	240,000 + (n – 3)* 75,000
11 – 25	765,000 + (n – 10) * 72,000
26 – 50	1,845,000 + (n – 25) * 67,500
51 – 100	3,532,500 + (n – 50) * 64,500
Above 100	6,757,500 + (n – 100) * 63,000

SAP Quality Center by HP includes "SAP Quality Center by HP," "QuickTest Professional," "SAP Quality Center by HP, TestDirector," and "SAP Quality Center by HP, Business Process Testing."

Metric Definition

Testers are defined as employees working with SAP Quality Center by HP.

SAP Quality Center by HP, QuickTest Professional

Up to 3	na
4 – 10	45,000
11 – 25	43,200
26 – 50	40,500
51 – 100	38,700
Above 100	37,800

A minimum of 4 Testers of the entire bundle "SAP Quality Center by HP" must be licensed in order to license this component. Please see attachment how to use the SAP Quality Center by HP, QuickTest Professional price table under section "SAP Quality Center by HP"

Metric Definition

Testers are defined as employees working with SAP Quality Center by HP.

SAP Quality Center by HP, TestDirector

Up to 3	na
4 – 10	18,750
11 – 25	18,000
26 – 50	16,875
51 – 100	16,125
Above 100	15,750

A minimum of 4 Testers of the entire bundle "SAP Quality Center by HP" must be licensed in order to license this component.

Metric Definition

Testers are defined as employees working with SAP Quality Center by HP.

SAP Quality Center by HP, Business Process Testing

Up to 3	na
4 – 10	11,250
11 – 25	10,800
26 – 50	10,125
51 – 100	9,675
Above 100	9,450

A minimum of 4 Testers of the entire bundle "SAP Quality Center by HP" must be licensed in order to license this component.

Metric Definition

Testers are defined as employees working with SAP Quality Center by HP.

B. SAP TRAINING SERVICES (SIN 132-50)

B.1 Description of Services

SAP offers a complete range of training courses at its training centers, at customer sites and via the Internet. The fees for training courses shown herein are applicable to courses available and held in the United States only. Details of courses as well as prices and conditions can be found in SAP's Online Course Catalog and the SAP website. Most of the classes shown are available onsite at the customer's facility using a rate structure as indicated in this document. SAP also offers a full range of end-user services including assessment, change management, end-user development services, performance support systems, training delivery and enabling tools.

The Government will receive a discount of five percent (5%) applicable to all invoices for Instructor Led Training, excluding travel and living expenses and equipment rentals. SAP America, Inc. is approved to invoice on behalf of SAP Public Services, Inc.

B.2 Instructor-Led Training (ILT)

B.2.1 ILT Training at SAP Facilities:

Public Training at SAP Facilities

Course Type	per Student
Overview	$575 per day
Application/Advanced	$600 per day
Technical / Complex	$675 per day
SAP Solution Academy certification exams (Pass or Fail)	Associate: $500 Professional: $750 Master: $1,125

(i) Includes SAP classrooms, demo rooms, other suitable venues, and SAP secured facilities such as leased training rooms (KDC, MicroTek or others), hotel rooms, etc.

(ii) SAP Solutions Academies may fall in any or all categories based upon the nature and costs for the class

(iii) Industry specific courses may fall in any or all categories based upon the nature and costs for the course

(iv) SAP Solutions Academy certification exams will be priced at $500 per student/test, Pass or fail.

(v) Offerings which are considered to be Blended Class offerings are priced based on their individual components.

Please refer to the SAP America Education website http://www.sap.com/usa/services/education/ for a complete list of classes and prices.

B.2.2 Customer Specific and Onsite Class Pricing

B.2.2.1 Standard Customer ILT Onsite Class

The standard customer ILT onsite class rate structure, which includes one manual per student and the server connection, is as follows:

The standard customer On-Site class rate structure reflects pricing per day for each day of class based on student attendee ranges and not on individual attendees. Pricing in half-day increments may be permitted, with SAP's prior approval, at a rate equal to half of the daily rates below. The rates are as follows:

Course Type	# of Students 6 <= 10	# of Students 11 <=15	# of Students 16 <=20	# of Students 21 <=25
Application @ Customer Facility	$4,900	$6,600	$8,100	$9,100
Advanced @ Customer Facility	$5,100	$6,900	$8,500	$9,500
Technical / Complex @ Customer Facility	$5,750	$7,750	$9,550	$10,650

Customer Specific Training can be held either On-Site at the customer's facility or held in a SAP supplied classroom environment furnished with Instructor and Student PC access and a connection to the server landscape environment as needed. The normal SAP classroom configuration consists of students working in teams of two at each PC.

Please note:

- Course Modification Fees will be applied to classes condensed in duration when the standard class duration is 5 days or greater. These fees will range from $1,000 to maximum of $3,000 dependent upon standard duration and requested duration.

Course Reduced by	Modification Charge
1-3 Days	$1,000
4-6 Days	$2,000
7+ Days	$3,000

- There is a six student minimum.
- All rates are plus instructor expenses.
- If a Customer Specific Training class is requested to be held in a classroom environment supplied by SAP, classroom rental fees will apply in addition to the per day and applicable expenses. SAP will then provide the classroom, instructor and student PC hardware, the technical requirements needed for the server landscape connectivity.
- The normal SAP classroom configuration consists of students working in teams of two at each PC.
- SAP does not recommend that classes be conducted in excess of 25 students.
- Some classes have technical criteria that may not allow a class to be taught on-site.
- Offerings which are considered to be Blended Class offerings are priced based on their individual components.
- Special workshops built and delivered will be priced on request and may not fall into the pricing categories listed above.
- Knowledge Warehouse (KMS) training rates are available only to current Licensees of SAP Education Training Content. KMS training rate customers receive a 5% discount on the above course rates.

B.2.2.2 Onsite Solutions Academy Exams

Solutions Academy exams can be conducted onsite. The exam fee is as listed in section B.2.1, per student, with a minimum of ten (10) students plus proctor travel.

B.2.2.3 Instructor and/or Technician travel and living expenses

SAP will invoice the Ordering Agency for actual travel and living expenses incurred, subject to the Federal Travel Regulations.

B.2.2.4 Cancellation and Rescheduling Charges – On-Site Classes

Cancellation Charges are applied to both cancellation or rescheduling of classes in accordance with the table below:

Notification Period	Cancellation or Rescheduling Charges
15 business days or more before the scheduled class	No cancellation charge
6 to 14 business days before the scheduled class	50% of total projected training costs
5 business days or less before the scheduled class	75% of total projected training costs

The total projected training costs include the planned class and equipment charges plus actual incurred expenses at cost, if applicable.

Any changes to the number of students in a class or the length of a course may affect the cost of training.

B.2.3 Cancellation and Rescheduling Charges – Training at SAP Facility

Cancellation Charges are applied to both cancellation or rescheduling of classes in accordance with the table below:

Notification Period	Cancellation Charge
10 business days or more before the scheduled class	No cancellation charge
4 to 9 business days before the scheduled class	50% of total projected training costs
3 business days or less before the scheduled class	100% of total projected training costs

B.3. SAP E-Learning Courses

SAP currently offers e-learning courses that help many different types of users learn SAP's Software functionality. In the future, the overall SAP curriculum will utilize a more blended approach and include a combination of e-learning and traditional instructor led training.

B.3.1. SAP Hosted E-Learning Courses

SAP Hosted Premium E-Learning: The customer accesses the training course hosted by SAP over the internet. Customer is provided access and information needed to log-in for the number of authorized employees (users) for twelve (12) months from the date of first user activation.

In order to establish the list price, each course is assigned to a price category. This assignment is based upon the development cost, content structure, length and topic. This list price will be used for individual sales and those bulk sales that do not qualify for any additional discount.

Category 1 - $75
Category 2 - $195
Category 3 - $435
Category 4 - $695
Category 5 – 30% of ILT course price (converted ILT class)
Category 6 – 60% of ILT course price (converted ILT class)
Category 7 – 80% of ILT course price (converted ILT class)
Category 8 - $2,000

For qualifying bulk sales, the discounting will be based upon the aggregate value of the entire order.

The pricing is as follows:

Total Sales Value in $USD	% Discount
$5,000 to $9,999	5%

Total Sales Value in $USD	% Discount
$10,000 to $25,000	10%
$25,001 to $50,000	15%
$50,001 to $75,000	20%
$75,001 to $100,000	25%
$100,001 to $150,000	35%
$150,001 to $200,000	40%
$200,001 to $300,000	45%
$300,001 to $400,000	55%
$400,001 upwards	65%

Notes:

i. No maintenance fees apply.

ii. The length of access to the hosted courses is twelve (12) months.

B.3.2 Online Knowledge Product (OKP)

Description

SAP's Online Knowledge Product (OKP) provides the earliest available training for new releases of SAP solutions and identifies the delta from one product release to another. OKP's offer a combination of recorded sessions, printed documentation, simulations, and support materials. The customer accesses the training course hosted by SAP over the internet. The customer is provided with access and information needed to login for the number of authorized employees (users) for twelve (12) months from the date of first user activation.

Pricing

Each Online Knowledge Product has a list price of $500.

B.3.3 Customer-hosted SAP E-Learning courses

SAP E-Learning courses may be delivered for use behind a customer's firewall, without the requirement for hosting by SAP, at a fixed price per title, depending on the type of E-Learning as specified below. SAP will deliver the content via download or other media, such as CD or DVD. The license allows use within one specific legal entity; use by parent companies, subsidiaries, affiliates, etc. requires a separate license. No support, maintenance, or updates are provided.

Type	Price per title
E-Learning	$90,000
OKP	$35,000

C. SAP PROFESSIONAL SERVICES (SIN 132-51)

C.1 Description of Services.

Upon request, SAP will provide Professional Services personnel proficient in working with the applicable SAP software. Offered services are subject to the availability of the SAP Professional Services personnel possessing the requisite expertise relating to the customer's specific requirements. Please consult with your SAP Professional Services representative prior to ordering. Statement(s) of Work ("SOW") more fully describing the applicable project assumptions, scope, duration and fees for the Services shall be required as a component of any order for SIN 132-51 Professional Services hereunder.

C.2 Rates and Discounts.

All billings will be hourly and SAP will no longer invoice based on daily or half-day increments.

The following categories have been defined for SAP consultants:

K1 = Junior Technical Support Engineer
K2 = Technical Support Engineer I
K3 = Technical Support Engineer II
K4 = Technical Support Engineer III
K5 = Senior Technical Support Engineer
K6 = Lead Technical Support Engineer / Project Implementation Manager / Implementation Specialist
K7 = Developer/Global Support Manager/Consulting Manager/Platinum or Senior Technical Support Engineer /Senior Project Implementation Manager/Industry Specialist
K8 = Senior Developer/Consulting Director/ Technical Support Vice-President

The rates applicable to each category in U.S. Dollars are as follows:

	K1	K2	K3	K4	K5	K6	K7	K8
Hourly Rate	$135	$160	$190	$215	$260	$305	$345	$400

Expenses: as incurred per visit
Mileage: then current FTR/JTR mileage rate
Discount: Five percent (5%)

C.3 Terms and Conditions

C.3.1 Hourly rates are applied to Professional Services provided Monday through Friday, 6:00 a.m. - 8:00 p.m., excluding holidays observed by SAP.

C.3.2 The following constitutes off-hours:

Holidays
Weekends: 8:00 p.m. Friday until 6:00 a.m. Monday
Weekdays: 8:00 p.m. until 6:00 a.m.

C.3.3 On-call service is a pre-arranged service by which the customer places a request to have a Professional Services Engineer accessible by pager for a specified time period. During the period for which a consultant is accessible by pager, On-Call Rates will be charged. If a consultant just actually performs services during the On-Call period, the services will be billed at the appropriate Hourly Rate or Off-Hours Hour Rate, instead of the On-Call rate. This service will be provided remotely via a telecommunications link.

C.3.4 Remote services can be requested via SAP's toll-free number and are provided via a telecommunications link during business hours (Monday through Friday, 6:00 a.m. - 8:00 p.m.) excluding holidays observed by SAP. Remote services will be provided at the rates set forth above.

C.3.5 Accommodations, meals and use of public transportation facilities will be charged according to actual expenditure based on the Federal Travel Regulations. For work at customer's premises, a minimum charge amounting to four (4) hours for the given consultant is billable. Travel costs are calculated from the consultant's principal office.

C.3.6 If services are pre-arranged and the customer cancels with less than two business days notice, the customer will be billed for eight (8) hours at the applicable K-Rate.