



SAP® MAINTENANCE & SUPPORT QUOTE

Tulare County Information & Comm Tech
and Communications Technology
5957 S MOONEY BLVD
VISALIA CA 93277-9394
United States

Quote #: 220886346
Your Customer #: 950409
End User: Tulare County Information & Comm
Tech and Communic
Service Level: SAP Enterprise Support
Date: 07/23/2018
Amount (excluding Taxes): 149,193.00 USD
Quote Valid To Date: 12/21/2018

Your SAP Maintenance & Support service is due to expire on 12/21/2018.

This service includes delivery of updates, upgrades and access to our technical support services in accordance with your chosen service level.

Our technical support services are only available to customers who are current and paid on all of their software maintenance and support agreements. It is important that we receive your signed purchase schedule as soon as possible to avoid suspension of your technical support access. Please note that all late renewals will be subject to a reinstatement fee equal to 10% of the agreement value.

Your Maintenance & Support service covers the products described in the table below.

Qty	Software Name	Previous Order No: 12714817 - Previous Purchase Order: CT 090 - 1809080855
30	USR	SAP BO BI suite, analyt ed (user)
5	UN	SAP BO BI suite, analyt ed (CS)
Reference: 220886346		New Start Date: 12/22/2018 - New End Date: 12/21/2019
Total Maintenance:		SAP BusObj Mtce Fee Enterprise Support 149,193.00 USD

Total Amount Due (excluding taxes): 149,193.00 USD - New End Date: 12/21/2019

With respect to state/local US sales tax, a valid direct pay permit or tax exempt certificate must be provided to SAP before invoicing as provided in the End-User Agreement.

**Invoice Address**

Tulare County Health & Human Services
221 S. Mooney Blvd, Rm9E
VISALIA CA 93291
United States

Contact

Tel:
Fax:
EMail:

Delivery Address

Tulare County Health & Human Services
221 S. Mooney Blvd, Rm9E
VISALIA CA 93291
United States

Contact

Tel:
Fax:
EMail:

If the Client requires a PO or reference number, it must be stated in the designated box below.

Customer PO or ref. number:

Purchase Order Guidelines

- PO must be issued to: SAP Public Services, Inc.
The Ronald Reagan Building/International Trade Center, 1300 Pennsylvania Avenue, Suite 600 Washington, DC 20004-3012
- Payment terms must read 30 days unless specified otherwise by contract
- Purchase Order MUST indicate "Electronic Software Download" as delivery method
- Purchase Order MUST be signed unless electronic
- "Delivery", "Bill to" and "Sold to" addresses must be specified
- Contact name and phone number address must be specified
- Purchase Order must be dated
- Ensure that it reads "Purchase Order" not Purchase Requisition
- PO must include a Quote ID number as a reference



SAP and the Client agree that this Purchase Schedule is governed by the terms and conditions of the applicable SAP Support Schedule found at <http://www.sap.com/company/licenses/index.epx>, and is incorporated by reference and made a part hereof, provided however that the "Agreement" shall refer to the SAP Software General Terms and Conditions or such other license agreement under which the Software listed herein were licensed. The Client acknowledges that it has had the opportunity to review the SAP Support Schedule. This Purchase Schedule shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by the Client to SAP.

Support is valid for versions as described on the SAP support website under: <http://support.sap.com/maintenance>, which Client has read and accepted.

This Quote is not an invoice. Fees and other charges described in this Quote do not include Taxes, all of which shall be for Licensee's account as provided in the End-User Agreement (defined above).

The Client agrees and understands that the calculation and payment obligation for sales taxes and/or customs duties, which shall be the responsibility of the Client, may be affected by the delivery method and the delivery location, for the Software and Directories (collectively "Products") as identified herein.

The payment terms for any invoices issued by SAP shall be 30 days from the date of invoice. SAP will invoice the services covered in this purchase schedule for the amount and payment terms as stated above.

Delivery will be made by making the Software available for download or other electronic transmission to the Client's delivery location listed above. Delivery of the Directories will be made by making them available for download or other electronic transmission to the Client's delivery location listed above, along with physical delivery upon customer request.

The Client has read, understood and agrees to the terms of this Quote and the signatory represents that he or she is duly authorized to sign this Quote.

If the Client requires any additional documents, these will be attached to the purchase schedule and should reference the purchase schedule. If there are no additional documents attached or if these documents do not reference the purchase schedule, then this purchase schedule will be considered as the official Purchase Order.

Supplier Contact

SAP Public Services Inc.
Lorna Williams
Customer Engagement Executive

Tel: +1 404 943 2971
Fax: +1 610 886 5309
EMail: Lorna.Williams@sap.com

Client

Tulare County Information & Comm Tech and Communic
Reference: 220886346
Amount (excluding Taxes): 149,193.00 USD

Name:

Title:

Date:

Signature:

SOFTWARE LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SAP FOR THE SAP SOFTWARE ACCOMPANYING THIS AGREEMENT, WHICH MAY INCLUDE COMPUTER SOFTWARE, ASSOCIATED MEDIA, PRINTED MATERIALS AND ONLINE OR ELECTRONIC DOCUMENTATION ("SOFTWARE"). BEFORE CONTINUING WITH THE INSTALLATION OF THE SOFTWARE, YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT THAT FOLLOWS ("AGREEMENT"). IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY RETURN, WITHIN THIRTY (30) DAYS OF PURCHASE, THE SOFTWARE TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND.

- 1. GRANT OF LICENSE.** SAP grants you a nonexclusive and limited license to use the Software products and functionalities for which you have paid the applicable fees solely for your internal business purposes and in accordance with the terms and conditions of this Agreement. The Software is licensed, not sold, to you. If you acquired this product as a special offer, as a promotional license included with another SAP product, or bundled or in combination with a third party product, additional restrictions apply as set forth in the Software Use Rights identified in Section 3. This license does not apply to any other software program provided with the Software, including promotional software, which is governed by the online software license agreement included with that software. If you acquire or are provided with any directories, components, connectors, utilities, data, or other items from SAP for use with the Software (the "Additional Technology"), your use of the Additional Technology shall be in accordance with the terms, conditions, obligations and restrictions of this Agreement. The term "Software" as used herein, shall be deemed to include the Additional Technology and Third Party Products.

"SAP" is the SAP company from whom you are purchasing the Software licenses or related services, either directly or indirectly through a reseller; or if no SAP company distributes in your country, then Business Objects Software Limited.

- 2. INSTALLATION AND USE.** You may install and use the Software only in the configuration and for the number of licenses acquired by you. You may also install non-production copies of the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. SAP may control the number and type of licenses and the use of the Software by key codes.
- 3. SOFTWARE USE RIGHTS.** The Software Use Rights document contains additional terms relating to your use of the Software and is found at www.sap.com/company/legal, and is incorporated herein by this reference. You acknowledge and agree that these additional terms form an integral part of this Agreement.
- 4. OWNERSHIP.** SAP and/or its suppliers retain all right, title and interest in and to the Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. You neither own nor hereby acquire any claim or right of ownership to the Software or to any related patents, copyrights, trademarks or other intellectual property. You agree to retain the Software, the terms of this Agreement as well as any Software benchmark or similar tests (whether performed by you, SAP or any third party) in confidence and prevent them from unauthorized disclosure or use except with SAP's prior written consent. SAP and/or its suppliers reserve all rights not expressly granted to you. SAP's suppliers are the intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein.
- 5. COPYRIGHT.** The Software is copyrighted by SAP and/or its suppliers and is protected by United States copyright and patent laws and international treaty provisions. You may not copy the Software except: (a) to provide a non-production backup copy; or (b) to install the Software components licensed by you, as set forth in Sections 2, on to computers as part of executing the Software. Solely with respect to the documentation included with the Software, you may make a reasonable number of copies (either in hardcopy or electronic form), provided that such copies shall be used only by licensed end users in conjunction with their use of the Software and are not republished or distributed to any third party. You must reproduce and include all copyright notices, trademarks or other proprietary legends of SAP and its suppliers on any copy of the Software or documentation made by you. Any and all other copies of the Software made by you are in violation of this License Agreement.
- 6. RESTRICTIONS.** Except as expressly permitted by this License Agreement or by applicable law you may not: (a) lease, loan, resell, assign, sublicense, or otherwise distribute the Software or any of the rights granted by this License Agreement without the express written permission of SAP; (b) use the Software to provide or operate Application Service Provider (ASP), service bureau, marketing, third party training, outsourcing services, or consulting services, or any other commercial service related to the Software such as develop training materials; (c) modify (even for purposes of error correction), adapt, or translate the Software or create derivative works therefrom except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software; (d) in any way reverse engineer, disassemble or decompile the Software or the .RPT report file format (including reverse compiling to ensure interoperability) or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; (e) use the Software to develop a product which is competitive with any SAP product offerings; (f) use the Software to develop 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 SAP; (g) use unauthorized keycode(s) or distribute keycode(s); (h) disclose any Software benchmark results to any third party without SAP's prior written approval, (i) permit third party access to, or use of the Software except as expressly permitted herein, and (j) distribute or publish keycode(s). If you wish to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, you shall first provide written notice to SAP and permit SAP, at its discretion, to make an offer to provide information and assistance reasonably required to ensure Software interoperability with your other products for a fee to be mutually agreed upon (if any).

7. LIMITED WARRANTY AND REMEDY.

- (a) Excluding Third Party Products, SAP warrants to you that: (i) for a period of six (6) months from delivery of the Software, the Software will substantially conform to the functional description set forth in its standard documentation; and (ii) for a period of six (6) months from delivery of the physical media (e.g., CD-ROM, DVD, and Electronic Software Distribution) will be free from defects in materials and workmanship. Any implied warranties on the Software and Third Party Products and media are limited to thirty (30) days from delivery to the extent such warranties cannot be disclaimed under Section 8(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. SAP does not warrant that use of the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.
- (b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at SAP's option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by SAP only if you give SAP written notice of any breach of the above-stated limited warranty, within six (6) months of delivery of the Software.
- (c) EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 8, SAP AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE SOFTWARE AND THAT YOU HAVE SATISFIED YOURSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET YOUR REQUIREMENTS.

8. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAP OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURACY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAP AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. SAP WILL NOT BE LIABLE FOR DAMAGES FROM THIRD PARTY PRODUCTS. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES INCLUDED IN THIS SECTION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU ONLY IN SUCH CIRCUMSTANCES.
9. **SUPPORT SERVICES.** SAP will provide to you product support services specified in an Order Form or other order documents in accordance with SAP's then-current applicable SAP Support Schedule which are found at www.sap.com/company/legal, and which are incorporated herein by this reference.
10. **TERMINATION.** Except where the Software is licensed on a subscription basis or as otherwise specified in an Order Schedule, a Purchase Order or any written SAP price quotation duly referenced in a Purchase Order, the Software licenses granted hereunder shall be perpetual. If the Software is licensed on a subscription basis and unless the term of the subscription is renewed on or prior to the expiration of the then current term of the Subscription License, the applicable Subscription License shall terminate. Notwithstanding the foregoing, SAP may immediately terminate this Agreement and any licenses and services provided hereunder if: (i) SAP notifies you in writing of a breach and such breach is not cured within thirty (30) days; or (ii) you make an assignment for the benefit of creditors or proceedings are commenced by or for you under any bankruptcy, insolvency, or debtor's relief law. Termination shall not relieve you from your obligation to pay fees that remain unpaid and shall not limit either party from pursuing other available remedies. Upon termination by SAP of this Agreement or any part thereof, SAP shall have no obligation to refund to you any fees paid by you, and you agree to waive, in perpetuity and unconditionally, any and all claims for refunds. If a Software license is revoked or expired, you must certify in writing to SAP that you have immediately un-installed and destroyed all copies of the Software within thirty (30) days of such revocation/expiration. The following Sections survive termination of this Agreement: 8(c), 9, 11, 13, 15, and 17.
11. **AUDIT.** During the term of this Agreement and for three (3) years after termination or expiration, SAP may audit, upon reasonable notice to you and at SAP's expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have underpaid SAP by an amount greater than five percent (5%) of the amounts due SAP in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as SAP may have, you shall pay or reimburse to SAP the cost of the audit.
12. **GENERAL.** Except as otherwise preempted by United States federal law, this Agreement is governed by the laws of the State of New York, United States, without reference to conflict of laws provisions and the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement, together with the Software Use Rights and SAP Support Schedule that are incorporated herein by reference, constitutes the entire agreement between you and SAP, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this

Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this Agreement. In the event you and SAP have executed a mutually agreed upon a separately Master Software License Agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA may govern your use of the Software and the terms of this Agreement shall be superseded by the MSLA. The product name for the Software is a trademark or registered trademark of SAP. Should you have questions concerning this License Agreement, please contact your local SAP sales office or authorized reseller, or write to: SAP, Attn: Contracts Department, 3410 Hillview Ave., Palo Alto, CA 94304, USA.

13. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. Manufacturer is SAP, 3410 Hillview Ave., Palo Alto, CA 94304, USA.
14. **EXPORT CONTROLS.** The use of this Software is subject to the U.S. Export Administration Regulations. You agree to the following: (a) you are not a citizen, national or resident of, and am 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) you 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) you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (d) you will not export or re-export the Software, directly, or indirectly, to persons on the above mentioned lists; and (e) you 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 more information, see www.sap.com/company/legal.
15. **ORDER TERMS.** Purchase orders conforming to SAP purchase order requirements may be accepted from qualified companies. All pre-printed terms of any purchase order not approved in writing by SAP shall have no effect. Payment terms are net-30 days from date of invoice. FOB SAP facility. SAP specifically disclaims price guarantees of any kind. You are responsible for payment of all applicable sales, use, consumption, VAT, GST, and other taxes and all applicable export and import fees, custom duties and similar charges, excluding taxes based on SAP net income.
16. **COUNTRY UNIQUE TERMS.**

If you purchased the Software in any territory specified below (the "Local Territory"), this section sets forth specific provisions as well as exceptions to the above terms and condition. To the extent any provision applicable to the Local Territory (the "Local Provision") set forth below is in conflict with any other term or condition in this agreement, the Local Provision will supersede such other term or condition with respect to any licenses purchased in the Local Territory.

Australia:

- a) **Limited Warranty and Remedy (Section 7):** *The following is added:*

The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

- b) **Limitation of Liability (Section 8):** *The following is added:*

To the extent permitted by law, where SAP is in breach of a condition or warranty implied by the Trade Practices Act 1974 or the equivalent State or Territory legislation which cannot be excluded, SAP's liability is limited, at SAP's sole election: (i) in case of the Software: (a) (i) to repair or replace the goods, or the supply of equivalent goods, or (ii) payment of the cost of such repair or replacement or of acquiring equivalent goods; and (ii) in case of Support Services: (x) re-supply of the Support Services; or (y) the cost of having the services supplied again. In calculating SAP's aggregate liability under this Agreement, the amounts paid or the value of any goods or services replaced, repaired, or supplied by SAP pursuant to this paragraph shall be included.

- c) **General (Section 12):** *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of the State or Territory in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Belgium and France

- a) **Limitation of Liability (Section 8):** *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. SAP's liability for any damages and losses that may arise as a result of the performance of its obligations in connection with this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if SAP is at fault), for a maximum amount equal to the charges You paid for the Software that has caused the damages. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which SAP is legally liable.

2. UNDER NO CIRCUMSTANCES IS SAP, OR ANY OF ITS SOFTWARE DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

SAP Confidential

SAP BusinessObjects Software Clickwrap Agreement enUS.v.7-2011

3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by SAP but also to the activities performed by its suppliers and Software developers, and represents the maximum amount for which SAP as well as its suppliers and Software developers, are collectively responsible. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which SAP is legally liable.

b) **General (Section 12):** *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Brazil

a) **Warranty (Section 7):** *The following replaces the terms of this section in its entirety:*

(a) SAP warrants to you that: (i) for a period of six (6) months from delivery of the Software, the Software will substantially conform to the functional description set forth in the standard documentation accompanying the Software; and (ii) for a period of six (6) months from delivery of the physical media (e.g., CD-ROM), such physical media will be free from defects in materials and workmanship. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. You understand and agree that the state of the art does not allow the development of bug free of software. As a consequence SAP cannot warrant that the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.

(b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at SAP's option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by SAP only if you give SAP written notice of any breach of the above-stated limited warranty, within thirty (30) days of delivery of the Software.

(c) LICENSEE UNDERSTANDS AND AGREES THAT THE STATE OF THE ART DOES NOT ALLOW THE DEVELOPMENT OF BUG FREE SOFTWARE AND THAT THE SOFTWARE HAS BEEN DEVELOPED FOR THE USE OF BUSINESS SOFTWARE GENERAL CUSTOMERS. THEREFORE, EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 7, SAP AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. LICENSEE ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, LICENSEE HAVE RELIED UPON LICENSEE'S OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE SOFTWARE AND THAT LICENSEE HAS SATISFIED ITSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET LICENSEE'S REQUIREMENTS.

b) **Limitation of Liability (Section 8):** *the following replaces the terms of this section in its entirety:*

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAP OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OR INACCURACY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAP AND ITS SUPPLIERS' AGGREGATE LIABILITY TO LICENSEE FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE OR THE FEES PAID BY LICENSEE FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES THAT THE LIMITATIONS OF THIS SECTION ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PRICING AND OTHER TERMS SET FORTH IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

c) **General (Section 12)** *The following replaces the word "New York":*

Brazil

Germany and Austria

a) **Warranty (Section 7):** *The following replaces the terms of this section in its entirety:*

SAP warrants that the Software provides the functionalities set forth in the associated documentation ("Documented Functionalities") for the Limited Warranty Period following receipt of the Software when used on the recommended hardware configuration. Limited Warranty Period means one year if you are a business user and two years if you are not a business user. Non-substantial variation from the Documented Functionalities does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO YOU FREE OF CHARGE (FOR EXAMPLE, UPDATES, PRE-RELEASE, EVALUATION, OR NFR) OR SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATION CAUSED A DEFECT. To make a warranty claim, you must return, at SAP expense, the Software and proof of purchase to the company from whom you obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, SAP is entitled, by way of re-performance and at its own discretion, to repair or replace the Software. If that fails, you are entitled to a reduction of the purchase price or to cancel the purchase agreement.

b) Limitation of Liability (Section 8): *the following paragraph is added to this Section:*

The limitations and exclusions specified in this Section will not apply to damages caused by SAP's intentional or by gross negligence. In addition, SAP shall be responsible up to the amount of the typically foreseeable damages from any damage which has been caused by SAP or its agents due to the slightly negligent breach of a material contractual duty. This limitation of liability shall apply to all damage claims, irrespective of the legal basis there of and in particular, to any pre-contractual or auxiliary contractual claims. This limitation of liability shall not, however, apply to any mandatory statutory liability under the product liability act nor to any damage which is caused due to the breach of an express warranty to the extent the express warranty was intended to protect you from the specific damage incurred. This clause shall not be intended to limit liability where the extent of liability is provided by mandatory law.

c) General (Section 12): *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Italy

a) Limitation of Liability (Section 8): *the following replaces the terms of this section in its entirety:*

Apart from damages arising out of gross negligence or willful misconduct for which SAP may not limit its liability, SAP's liability for direct and indirect damages related to the original or further defects of the Software, or related to the use or the nonuse of the Software or related to any case whatsoever for breach of the Agreement, shall be limited to the fees paid by you to SAP for the Software or for the part of the Software upon which the damages were based.

b) General (Section 12): *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

United Kingdom

c) General (Section 12): *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of England and Wales, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to the Contracts Rights of Third Parties) Act 1999 or otherwise in favour of any person not a party hereto.

Please indicate below whether you accept, or do not accept, the terms and conditions of this software license agreement.

SAP ENTERPRISE SUPPORT SCHEDULE ("Schedule")

In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the Agreement including any appendices, exhibits, order forms or other documents attached to or incorporated by reference to the Agreement, the provisions of this Schedule shall prevail and govern.

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

1. Definitions:

- 1.1 "Go-Live" marks the point in time from when, after implementation of the Enterprise Support Solutions or an upgrade of the Enterprise Support Solutions, the Enterprise Support Solutions can be used by Licensee for processing real data in live operation mode and for running Licensee's internal business operations in accordance with the Agreement.
- 1.2 "Licensee Solution(s)" shall mean Enterprise Support Solutions and any other software licensed by Licensee from third parties.
- 1.3 "Licensee IT Solution(s)" shall mean Licensee Solution(s) and hardware systems supported by Licensee's IT team.
- 1.4 "Production System" shall mean a live SAP system used for running Licensee's internal business operations and where Licensee's data is recorded.
- 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. Details and examples can be found on SAP's Customer Support Website (as specified in SAP Note 1324027 or any future SAP Note which replaces SAP Note 1324027).
- 1.6 "Service Session" shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.
- 1.7 "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 a Production System.
- 1.8 "Local Office Time" shall mean regular working hours (8.00 a.m. to 6.00 p.m.) during regular working days, in accordance with the applicable public holidays observed by SAP's registered office. 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.
- 1.9 "SAP's Customer Support Website" shall mean SAP's customer facing support website under <http://support.sap.com/>.

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. 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 may provide enhanced functionality and/or innovation through enhancement packages or by

- other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.
- Technology updates to support third-party operating systems and databases.
 - Available ABAP source code for SAP Software applications and additionally released and supported function modules.
 - Software change management, such as changed configuration settings or Enterprise Support Solutions upgrades, is supported for example with content, tools and information material.
 - 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.
 - to give Licensee guidance in form of knowledge transfer sessions, weighted one day, for defined SAP software/applications or Global Support Backbone components. Currently, content and session schedules are stated at <http://support.sap.com/enterprisesupport>. Scheduling, availability and delivery methodology is at SAP's discretion.
 - SAP gives Licensee access to guided self-services as part of SAP Solution Manager Enterprise Edition, helping the Licensee to optimize technical solution management of selected 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 services from one of the following categories 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 Enterprise Edition, SAP identifies standard functionality of Enterprise Support Solutions which may fulfill the Licensee's requirements (for details see <https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html>).
- **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 Enterprise Edition, SAP identifies which user exits and services may be available to separate custom code from SAP code (for details see <https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html>).

Global Support Backbone

- SAP's Customer Support Website - 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 SAP's Customer Support Website document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that licensees can implement into their SAP system. SAP Notes also document related issues, 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** – as described in Section 2.4

Mission Critical Support

- Global incident handling by SAP for problems related to Enterprise Support Solutions, including Service Level Agreements for Initial Reaction Time and Corrective Action (for more information refer to Section 2.1.1).
- SAP Support Advisory Center – as described in Section 2.2.
- Continuous Quality Checks – as described in Section 2.3.
- Global 24x7 root cause analysis and escalation procedures in accordance with section 2.1 below.

- 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 Global Incident Handling process and Service Level Agreements stated in Sections 2.1.1, 2.1.2 and 2.1.3, applicable for priority "very high" and priority "high" incidents. If the Licensee custom code is documented according to SAP's then-current standards (for details see <http://support.sap.com/supportstandards>), 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. SAP EarlyWatch Alert).
- Process descriptions and process content that may be used as pre-configured test templates and test cases via the SAP Solution Manager Enterprise Edition. In addition, the SAP Solution Manager Enterprise Edition assists Licensee's testing activities.
- Content and supplementary tools designed to help increase efficiency, in particular for implementations.
- Tools and content for SAP Application Lifecycle Management (shipped via SAP Solution Manager Enterprise Edition and/or the Enterprise Support Solutions and/or the applicable Documentation for Enterprise Support Solutions and/or SAP's Customer Support Website):
 - Tools for implementation, configuration, testing, operations and system administration
 - Best practices, guidelines, methodologies, process descriptions and process content. This content supports the usage of the tools for SAP Application Lifecycle Management.
- Access to guidelines via SAP's Customer Support Website, 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's Customer Support Website), which provides information about best business practices, service offerings, etc.

2.1. Global Incident Handling and Service Level Agreement (SLA). When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an incident at any time. All persons involved in the incident resolution process can access the status of the incident at any time. For further details on definition of incident priorities, see SAP Note 67739.

In exceptional cases, Licensee may also contact SAP by telephone. Contact details are provided in SAP Note 560499. For such contact (and as otherwise provided) SAP requires that Licensee provide remote access as specified in Section 3.2(iii).

The following Service Level Agreements ("SLA" or "SLAs") shall apply to all Licensee incidents 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.

2.1.1 SLA for Initial Response Times:

- Priority 1 Incidents ("Very High").** SAP shall respond to Priority 1 incidents within one (1) hour of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incidents. An incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the Production System, or Top-Issues, and for each circumstance a workaround is not available.
- Priority 2 Incidents ("High").** SAP shall respond to Priority 2 incidents within four (4) hours of SAP's receipt during SAP's Local Office Time of such Priority 2 incidents. An incident is

assigned Priority 2 if normal business transactions in a Production System 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.

- 2.1.2 SLA for Corrective Action Response Time for Priority 1 Incidents: SAP shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 1 incident within four hours of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incident ("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, planned 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 incident is being processed at SAP ("Processing Time"). Processing Time does not include the time when the incident is on status "Customer Action" or "SAP Proposed Solution", whereas (a) the status Customer Action means the incident was handed over to Licensee; and (b) 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, a workaround or an action plan; or if Licensee agrees to reduce the priority level of the incident.

- 2.1.3 Prerequisites and Exclusions.

2.1.3.1 Prerequisites. The SLAs shall only apply when the following prerequisites are met for incidents: (i) in all cases except for Root Cause Analysis for Custom Code under Section 2, incidents are related to releases of Enterprise Support Solutions which are classified by SAP with the shipment status "unrestricted shipment"; (ii) incidents are submitted by Licensee in English via the SAP Solution Manager Enterprise Edition in accordance with SAP's then current incident handling log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported incident; (iii) incidents are related to a product release of Enterprise Support Solutions which falls into Mainstream Maintenance or Extended Maintenance.

For Priority 1 incidents, the following additional 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 incident 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.

2.1.3.2 Exclusions. For SAP Enterprise Support in particular the following types of Priority 1 incidents are excluded from the SLAs: (i) incidents 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) incidents regarding country versions that are not part of the Enterprise Support Solutions and instead are realized as partner add-ons, enhancements, or modifications are expressly excluded even if these country versions were created by SAP or an affiliate of SAP; (iii) the root cause behind the incident is not a malfunction, but a missing functionality ("development request") or the incident is ascribed to a consulting request.

2.1.4 Service Level Credit.

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) incidents (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 its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA time-frame in more than one incident during the applicable Calendar Quarter.

2.1.4.2 Subject to Section 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 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 one (1) month after the end of a Calendar Quarter in which a Failure occurs. No penalties will be paid unless notice of Licensee's well-founded claim for SLC(s) is received by SAP in writing. The SLC stated in this Section 2.1.4 is Licensee's sole and exclusive remedy with respect to any alleged or actual Failure.

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) 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 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 Solutions.

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.

2.3 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 are 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.

2.4 SAP Solution Manager Enterprise Edition under SAP Enterprise Support.

2.4.1 Use of SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the Agreement and is solely for the following purposes under SAP Enterprise Support: (i) delivery of SAP Enterprise Support, and (ii) application lifecycle management for Licensee IT Solutions. Such application lifecycle management is limited solely to the following purposes:

- implementation, configuration, testing, operations, continuous improvement and diagnostics
- incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager Enterprise Edition
- mobile application lifecycle management scenarios using SAP NetWeaver Gateway (or equivalent technology) integrated in SAP Solution Manager Enterprise Edition
- management of application lifecycle management projects for Licensee IT Solutions using the project management functionality of SAP Project and Portfolio Management integrated in SAP Solution Manager Enterprise Edition. (However, the portfolio management functionality of SAP Project and Portfolio Management is not in scope of SAP Solution Manager Enterprise Edition and will need to be licensed separately by Licensee.)
- administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager Enterprise Edition. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by Licensee as part of the Enterprise Support Solutions.

For application lifecycle management as outlined under section 2.4.1(ii) above, Licensee does not require a separate Package license to SAP CRM.

2.4.2 Licensee is entitled to use those SAP databases which are listed on SAP's Customer Support Website that are generally available to all SAP licensees together with SAP Solution Manager. This runtime license is limited to the use of the relevant database as underlying database of the SAP Solution Manager and limited to the term of this Schedule.

2.4.3 SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Licensee shall especially without limitation not use SAP Solution Manager Enterprise Edition for (i) CRM scenarios such as opportunity management, lead management, or trade promotion management except as CRM scenarios are expressly stated in Section 2.4.1; (ii) SAP NetWeaver usage types other than those stated above or (iii) application lifecycle management and in particular incident management (service desk) except for Licensee IT Solutions and (iv) non-IT shared services capabilities, including without limitation HR, Finance or Procurement; (v) SAP Project and Portfolio Management including but not limited to portfolio management or project

- management other than management of application lifecycle management projects as described above in Section 2.4.1; (vi) SAP NetWeaver Gateway, except for the mobile application lifecycle management scenarios within the scope described above in Section 2.4.1.
- 2.4.4 SAP – in its sole discretion – may update from time to time on SAP’s Customer Support Website under <http://support.sap.com/solutionmanager> the use cases for SAP Solution Manager Enterprise Edition under this Section 2.4.
- 2.4.5 SAP Solution Manager Enterprise Edition shall only be used during the term of this Schedule subject to the licensed rights for the Software and exclusively for Licensee's SAP-related support purposes in support of Licensee’s internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP Enterprise Support other than those listed above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Licensee shall be entitled to allow any of its employees to use web self-services in the SAP Solution Manager Enterprise Edition during the term of this Schedule like creating support tickets, requesting support ticket status, ticket confirmation and change approvals directly related to Licensee IT Solutions.
- 2.4.6 In the event Licensee terminates SAP Enterprise Support and receives SAP Standard Support in accordance with Section 6, Licensee’s use of SAP Solution Manager Enterprise Edition under SAP Enterprise Support shall cease. Thereafter, Licensee’s use of SAP Solution Manager Enterprise Edition shall be governed by the terms and conditions of the SAP Standard Support Schedule.
- 2.4.7 Use of SAP Solution Manager Enterprise Edition may not be offered by Licensee as a service to third parties even if such third parties have licensed SAP Software; provided, third parties authorized to access the SAP Software under the Agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Licensee’s internal business operations under and in accordance with the terms of this Schedule.

3. Licensee’s Responsibilities.

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.

3.2 Other Requirements. In order to receive SAP Enterprise Support hereunder, Licensee must further satisfy the following requirements:

(i) Continue to pay all Enterprise Support Service Fees in accordance with the Agreement and this Schedule.

(ii) Otherwise fulfill its obligations under the Agreement and this Schedule.

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

(iv) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4 below.

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

(vi) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.

(vii) Perform the Initial Assessment as described in Section 2.2 and implement all the recommendations of SAP classified as mandatory.

(viii) Establish a connection between Licensee's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Enterprise Support Solutions and Licensee's SAP Solution Manager Enterprise Edition installation.

(ix) Licensee shall maintain the solution landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.

(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) Submit all incidents via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.

(xiii) Inform SAP without undue delay of any changes to Licensee's installations and any other information relevant to the Enterprise Support Solutions.

4. Customer Center of Expertise.

4.1 Role of the Customer Center of Expertise. In order to leverage the full potential value delivered as part of SAP Enterprise Support, Licensee is required to establish a Customer Center of Expertise ("Customer Center of Expertise", or "Customer COE"). The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization. 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. 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 COE. The Customer COE must fulfill the following basic functions:

- **Support Desk:** Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be 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 and/or any of its affiliates, provided such affiliates are entitled to use the Enterprise Support Solutions under the 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 Enterprise Support Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy.
- **Information management:** Distribution of information (e.g. internal demonstrations, information events and marketing) about Enterprise Support Solutions and the Customer COE within the Licensee's organization.
- **CQC and other remote services planning:** Licensee regularly engages in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

4.3 Customer COE Certification. Licensee must establish a certified Customer COE upon the later to occur of the following: (i) within twelve months after the Effective Date; or (ii) within six months after Licensee has started using at least one of the Enterprise Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels, is available on SAP's Customer Support Website (<http://support.sap.com/ccoe>).

5. Enterprise Support Fees. SAP Enterprise Support Fees shall be paid annually in advance and shall be specified in appendices or order forms under the Agreement.

6. Termination

6.1 SAP Enterprise Support may be terminated by either party with three months' written notice (i) prior to the end of the Initial Term and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with above will be effective at the end of the then-current SAP Enterprise Support period during which the termination notice is received by the respective party. Notwithstanding the forgoing, SAP may terminate SAP Enterprise Support after one month's written notice of Licensee's failure to pay Enterprise Support Fees.

6.2 Notwithstanding Licensee's rights under Section 6.1, and provided Licensee is not in default of any obligations under the Agreement, Licensee may select SAP Standard Support with three months' written notice to SAP either (i) with respect to all orders for support that are solely on a calendar year renewal basis, prior to the start of the renewal period that follows the Initial Term that commenced as of Licensee's first order for SAP Enterprise Support; or (ii) with respect to all orders for support that are not solely on a calendar year renewal basis, prior to the start of the first renewal period in any calendar year that follows the Initial Term that commenced as of Licensee's first order for SAP Enterprise Support. Such selection shall be stated by Licensee in the notice letter, and shall terminate SAP Enterprise Support effective with the commencement of SAP Standard Support. Any such selection shall apply to all Enterprise Support Solutions and shall be on SAP's then-current terms and conditions for SAP Standard Support, including without limitation pricing. SAP and Licensee shall execute an amendment or other document to the Agreement memorializing Licensee's selection and SAP's then-current terms and conditions.

6.3 For the avoidance of any doubt, termination of SAP Enterprise Support or selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions under the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of SAP Enterprise Support or partial selection of SAP Enterprise Support by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents or this Schedule.

7. Verification. To check the compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) the correctness of the information Licensee provided and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in Section 2.4.

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 Enterprise Support Solutions, or SAP Enterprise Support is otherwise terminated pursuant to Section 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.

9. Other Terms and Conditions.

9.1 The scope of SAP Enterprise Support offered by SAP may be changed annually by SAP at any time upon three (3) months' prior written notice.

- 9.2** Licensee hereby confirms that Licensee has obtained all applicable licenses for the Licensee Solutions.
- 9.3** In the event that Licensee is entitled to receive one or more services per calendar year, (i) Licensee shall not be entitled to receive such services in the first calendar year if the Effective Date of this Schedule is after September 30 and (ii) Licensee shall not be entitled to transfer a service to the next year if Licensee has not utilized such service.
- 9.4** 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 FOR WHICH SAP CANNOT BE HELD RESPONSIBLE.
- 9.5** In the event SAP licenses third party software to Licensee under the Agreement, SAP shall provide SAP Enterprise Support on such third party software to the degree the applicable third party makes such 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. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee. If the vendor does not provide the support services required by SAP any more, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination on the contractual relationship for support for the third party software concerned.
- 9.6** SAP Enterprise Support is provided according to the current maintenance phases of SAP software releases as stated in <http://support.sap.com/releasestrategy>.

**SAP Extended Payment Supplemental
Terms and Conditions
("EP SUPPLEMENT")**

This EP Supplement is annexed to, and a part of, the General Terms and Conditions for SAP's Software and Support Agreements, the General Terms and Conditions for SAP Cloud Services and/or the other general terms and conditions (as applicable, the "GTC") that apply to the applicable Order Form between Customer and SAP. These supplemental terms and conditions and any modifications to the Agreement (as defined in the respective Order Form) made herein apply to the terms of each Extended Payment arrangement pursuant to an EPA (as defined below).

1. DEFINITIONS. Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Agreement. Certain terms are defined in the last section hereof.

2. EXTENDED PAYMENTS. Under the terms of each Extended Payment Addendum entered into by Customer and SAP, with the terms of this EP Supplement incorporated therein (each, an "EPA"), SAP agrees that Customer may pay certain amounts due under the Agreement in installments in accordance with the payment schedule established in the respective EPA (each, an "Extended Payment" and collectively, the "Extended Payments").

If Customer fails to pay an Extended Payment in full on or before its Due Date, regardless of whether Payee has demanded such payment, Customer shall, notwithstanding anything to the contrary in the Agreement and without prejudice to any other right or remedy available to Payee, pay to Payee interest on such unpaid Extended Payment, or unpaid amount thereof, at the rate of the lesser of (i) 1.5% per month and (ii) the highest rate allowed by applicable law (such accrued interest, the "Interest Charge"), from the Due Date through the date Payee receives the Extended Payment and such Interest Charge in full.

Unless provided otherwise in an EPA, each Extended Payment is exclusive of any applicable fees, taxes, or government charges or levies of any nature including any relating to any Software, Support, Services or Consulting governed by, and subject to, the EPA.

Customer's obligations hereunder to pay the Extended Payments in full to the Payee are non-cancellable, absolute and unconditional and shall not be subject to, and Customer shall not and may not assert against Payee, any abatement, set off, claim, counterclaim, deferment, adjustment, reduction, or defense of any kind with respect to any Extended Payment.

3. DEFAULT/DEFAULT REMEDIES.

3.1 Defaults. Each of the following constitutes a "Default" under an EPA and the Agreement: (a) Customer fails to pay in full (i) any Extended Payment under any EPA within 30 calendar days of its Due Date or (ii) any Interest Charge under the EPA within 30 calendar days of written demand therefor by Payee; (b) any representation or warranty contained herein (as incorporated in the EPA) is incorrect or incomplete when made in any material respect; (c) Customer fails to perform any other obligation in the EPA when due and fails to cure such failure within 30 calendar days of the date of written notice to Customer; (d) Customer's license to use any component of the SAP Products under the relevant Agreement is canceled, terminated (except pursuant to a specifically authorized exchange right contained in the relevant Agreement), suspended or materially restricted or limited; (e) Customer defaults under a material agreement with Assignee, and such default is not cured within the cure period, if any, provided in such agreement; or (f) Customer becomes insolvent or makes an arrangement for the benefit of creditors, or a trustee or receiver is appointed for Customer or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer.

3.2 Default Remedies. If a Default exists, Payee shall have, and may exercise at any time, any or all of the following remedies:

- (a) Payee may declare (as liquidated damages and not a penalty) all or any portion of each then unpaid Extended Payment (whether past due or scheduled to be paid), accrued Interest Charges and other amounts then outstanding under the EPA to be, and such Extended Payments, Interest Charges and other amounts shall thereupon be, immediately due and payable in full without presentment, demand, protest or other notice of any kind;
- (b) Payee may demand, and immediately upon such demand Customer shall pay to Payee, all reasonable costs and expenses incurred by Payee to collect amounts due Payee under the EPA, including reasonable attorneys' fees and expenses;
- (c) Payee may terminate or cancel the EPA by written notice thereof to Customer;
- (d) (i) If SAP is the Payee, SAP may terminate or cancel the Agreement as set forth therein and (ii) if an Assignee is the Payee, the Assignee may demand and cause SAP to terminate or cancel the Agreement and all or any part of the SAP Products, including but not limited to any licenses of, subscriptions to, or right to use and/or access, any software or services thereunder, or rights to receive support with respect to that software and/or consulting services in relation to the foregoing (and Customer hereby covenants and agrees that it will hold SAP harmless from any such termination or cancellation); and (iii) Payee may exercise any other remedy available to it under applicable law or in equity.

Upon Payee's instructions after a Default, Customer shall: (x) immediately cease using any or all SAP Products related to the EPA, (y) within 30 calendar days de-install and delete all copies of SAP Products related to the EPA from any computer systems owned or controlled by Customer or used for Customer's benefit, and irretrievably destroy all Documentation in any way related thereto or upon Payee's request deliver to SAP all copies of the SAP Products in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period, and (z) provide Payee with a certificate signed by a Customer officer who is responsible for Customer's information systems, attesting to such cessation of use and maintenance, deinstallation, deletion, and destruction. Payee's remedies shall be cumulative and non-exclusive, may be exercised concurrently or successively, and may be specifically enforced. Upon a Default, neither SAP nor Assignee shall be required to license, lease, transfer, or use any SAP Products, or take or not take any other action, in mitigation of any damages resulting from such Default. All obligations of Customer hereunder shall survive any termination of the Agreement. Payee's failure or delay to exercise any right or remedy hereunder shall not operate as a waiver thereof.

4. CUSTOMER REPRESENTATIONS AND ADDITIONAL OBLIGATIONS. (a) As of each EPA Effective Date, Customer hereby represents and warrants to Payee that (i) it is duly organized and validly existing under the laws of the jurisdiction in which it is organized, (ii) it has the right and all necessary authority to enter into the EPA, and (iii) upon execution, the EPA will constitute its legal, valid, and binding obligation, enforceable against it in accordance with its terms. (b) Customer covenants and agrees that (i) it shall not assign or otherwise transfer any of its rights or obligations under the EPA without the prior written consent of Payee (and Customer agrees that a transfer shall include, without limitation, a change in the majority ownership or control of Customer), (ii) it shall deliver to Payee, promptly upon request therefor, such financial information concerning Customer as Payee may reasonably request including, without limitation, complete and accurate copies of Customer's financial statements, and (iii) it shall promptly notify Payee in writing of any circumstances of which it is aware that could reasonably constitute or cause a Default.

5. ASSIGNMENT. SAP may assign any or all of its EPA Rights to an Assignee without the consent of or notice to Customer. In making any such assignment, SAP (a) will not assign or otherwise delegate, transfer, or convey to, Assignee any obligation to perform any of SAP's duties or obligations under the Agreement and (b) will not amend, modify, or otherwise purport to affect any of SAP's other rights under the Agreement. Customer covenants and agrees that with respect to an assignment by SAP to an Assignee hereunder (i) the Assignee shall have no liability to Customer under the Agreement or otherwise with respect to any SAP Products; (ii) Customer shall have no, and hereby waives any and all, rights to assert, pursue or otherwise make any claim,

defense, counterclaim, setoff, or other cause of action against Assignee for any loss or damage under the Agreement or with respect to any SAP Products or for breach of any warranty, express or implied, as to any matter whatsoever, including but not limited to any SAP Products and service performance, functionality, features, merchantability or fitness for a particular purpose, or any indirect, incidental, special, or consequential damages or loss of business, loss of data or loss of profits; (iii) Customer shall timely pay all Extended Payments and other amounts payable to Assignee under each EPA, and not in any way at any time assert against Assignee any claim, defense, counterclaim, setoff, or other cause of action that Customer may have against SAP; and (iv) Customer shall solely assert or otherwise pursue against SAP any claim, defense, counterclaim, setoff, or other cause of action under the Agreement or with respect to any SAP Products. So long as no Default has occurred, Payee shall not interfere with Customer's quiet enjoyment or use of any SAP Products under and in accordance with the Agreement.

6. **DEFINED TERMS.** As used herein and in each EPA that incorporates the terms hereof, each of the following terms have the meaning set forth below:

- (a) "Assignee" means any person to whom SAP assigns all or any of its EPA Rights;
- (b) "Due Date" means each respective date an Extended Payment is due pursuant to the EPA;
- (c) "EPA Effective Date" means, with respect to each respective EPA, the effective date of such EPA;
- (d) "EPA Rights" means all of the rights and interests of the payee under the EPA to be paid by Customer the Extended Payments and all rights and remedies relating thereto and the enforcement thereof, whether arising under the EPA or at law or in equity;
- (e) "Payee" means, with respect to the related EPA Rights, SAP or, if an assignment of the EPA Rights has occurred, the respective Assignee; and
- (f) "SAP Products" means any software, services and consulting provided under the Order Form and Documentation related thereto, together with all support then provided by SAP with respect thereto.

[END]