

**- SAP Enterprise Support Schedule -
to the Platform Application Development Cooperation Agreement**

This Schedule is hereby annexed to and made a part of the SAP Development License for Partners between SAP and Partner and does exclusively apply to the Software as defined in Exhibit A - 1 of the Agreement.

For clarification purposes: This Schedule does not apply to any SAP HANA Cloud Platform services provided or to any Platform Application components residing on the SAP HANA Cloud Platform. In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of 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 Partner under the Agreement (hereinafter collectively referred to as the "**Enterprise Support Solutions**"), i.e. excluding software to which special support agreements apply. SAP Enterprise Support as set forth hereunder is only delivered during the term of the Agreement and only for the Development licenses granted under Exhibit A - 1 of the Agreement.

1. Definitions:

- 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 Partner for processing real data in live operation mode and for running Partner's business in accordance with the Agreement.
- 1.2 "**Production System**" shall mean a live SAP system used for normal business operations and where Partner's data is recorded.
- 1.3 "**SAP Software Solution(s)**" shall mean a group of one or multiple Production Systems running Platform Applications and focusing on a specific functional aspect of Partner's business. Details and examples can be found on the SAP Service Marketplace.
- 1.4 "**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 Service Session could run manually, as a self-service or fully automated.
- 1.5 "**Top-Issue**" shall mean issues and/or failures identified and prioritized jointly by SAP and Partner 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.
- 1.6 "**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.

2. Scope of SAP Enterprise Support. Partner may request and SAP shall provide, to such degree as SAP makes such services generally available, 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.
- For releases of the SAP Business Suite 7 core applications, 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 Software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Software upgrades, is supported currently through content and information material, tools for client copy and entity copy, and tools for comparing customization.
- SAP provides Partner with up to five days remote support services per calendar year from SAP solution architects to assist Partner in evaluating the innovation capabilities of the latest SAP enhancement package and how it may be deployed for Partner's business process requirements. SAP and Partner shall schedule such service as mutually agreed.
- Configuration guidelines and content for Software 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 Software.
- SAP configuration and operation content is supported as integral parts of Software.
- Content, tools and process descriptions for SAP Lifecycle Management are part of the SAP Solution Manager Enterprise Edition, the Software and/or the applicable Documentation for the Software
- 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 Partner custom code and enhancement packages and other Software updates. Each check is conducted for one specific modification in one of Partner's core business process steps. Partner is entitled to receive two out of the following services per calendar year per SAP Software Solution.
- Modification Justification: Based on Partner'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 Software which may fulfill the Partner's requirements (for details see <http://service.sap.com/>).
- Custom Code Maintainability: Based on Partner'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 Partners 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 errors. SAP Notes may contain coding corrections that partners can implement into their SAP system. SAP Notes also documents related issues, partner 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 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 (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 2.1.1 below.
- Root Cause Analysis for Custom Code: For Partner 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 2.1.1 applicable for priority "very high" and priority "high" messages. If the Partner custom code is documented according to SAP's then-current standards (for details see <http://service.sap.com/>), SAP may provide guidance to assist Partner 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 Partner's testing activities with functionalities that currently include:
 - Test administration for Software 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 Software 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 Partner with the optimization of the end-to-end operations of Partner's SAP Software Solution.
 - Run SAP Methodology: Assists Partner 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 data about best business practices, service offerings, etc.

2.1. Global Message Handling and Service Level Agreement (SLA). When Partner reports malfunctions, SAP supports Partner 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. Partner 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, Partner 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 Partner 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.

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 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 system that are required to perform such transactions and/or tasks.

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 Partner'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 Partner 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 Partner 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 Partner; 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 Partner agrees to reduce the priority level of the message.

2.1.3 Prerequisites and Exclusions.

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 Partner 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 Partner: (a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue; (b) Partner 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 Partner’s obligations hereunder; and (c) a Partner 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 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 Partner (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

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 Partner 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, Partner 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 support message 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) Partner 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 Partner’s claim; and (iii) Partner shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP’s ability to reach the SLAs.

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 Partner'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 Partner; 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 Solution.

As preparation for the Continuous Quality Check delivery through SAP Solution Manager Enterprise Edition, Partner'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 Partner'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 reported by SAP EarlyWatch Alert or in those cases where Partner 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 Partner, shall be mutually agreed upon between the parties. At the end of a CQC, SAP will provide Partner with an action plan and/or written recommendations.

Partner 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. Partner 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.

Partner 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 Partner fails to follow these guidelines, SAP is not obliged to deliver the yearly CQC to the Partner.

2.4 SAP Solution Manager Enterprise Edition. SAP Solution Manager Enterprise Edition shall be subject to the Agreement and is for the following purposes only: (i) delivery of SAP Enterprise Support and support services for backend components of Platform Application 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 Platform Applications; (iii) application management for backend components of Platform Applications including implementation, testing, change request management, operations and continuous improvement for Enterprise Support Solutions; and; (iv) administration, monitoring and reporting for backend components of Platform Application. The use for the SAP Solution Manager Enterprise Edition is limited to Platform Applications built with SAP Software.

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.

3. Partner's Responsibilities

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

3.2 Other Requirements. In order to receive SAP Enterprise Support hereunder, Partner must:

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

(ii) 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. Partner 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) 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.

(vi) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Partner's productive SAP Solution Manager Enterprise Edition system. See SAP Note 207223 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 Partner's SAP Solution Manager Enterprise Edition Software installation and SAP and a connection between the backend components of Platform Applications and Partner's SAP Solution Manager Enterprise Edition Software installation. Partner shall maintain the solution landscape in Partner's SAP Solution Manager Enterprise Edition Software system for all Production Systems and systems connected to the Production Systems. Partner shall maintain the Software Solutions and core business processes in Partner's SAP Solution Manager Enterprise Edition Software system at least for the Production Systems. Partner shall document any implementation or upgrade projects in Partner's SAP Solution Manager Enterprise Edition Software system.

(ix) To fully enable and activate the SAP Solution Manager Enterprise Edition, Partner shall adhere to the applicable documentation.

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

4. SAP Enterprise Support offered by SAP may be changed annually by SAP at any time upon three (3) months prior written notice.

5. **Termination.** After the initial term, Enterprise Support 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 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 Partner's failure to pay Enterprise Support Fees.

6. **Changes to Partner Information.** In order to receive SAP Enterprise Support hereunder, Partner undertakes to inform SAP without undue delay of any changes to Partner's installations and Named Users and all other information relevant to the Enterprise Support Solutions. To ensure compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (i) the correctness of the information Partner provided and (ii) Partner's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in Section 2.4.

7. Other Terms and Conditions.

7.1 In order to receive SAP Enterprise Support hereunder, Partner shall have obtained all licenses for the Enterprise Support Solutions and the only support and/or maintenance services received by Partner for Enterprise Support Solutions shall be the services described in this Schedule.

7.2 In the event that Partner is entitled to receive one or more services per calendar year, (i) Partner 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) Partner shall not be entitled to transfer a service to the next year if Partner has not utilized such service.

7.3 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.

7.4 In the event SAP licenses third party software to Partner under the Agreement, SAP shall provide Enterprise Support on such third party software to the degree the applicable third party makes such Enterprise Support available to SAP. Partner 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.

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