

SAP Premium Engagement Support Services General Terms and Conditions (“PEGTC”)

The capitalized term referred and not defined herein shall have the same meaning as they are defined in the Agreement.

1. Definitions:

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

1.2 “Local Office Time” 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. Solely with regard to the SAP Service Level Agreement defined herein, both parties can mutually agree upon a different registered office of one of SAP’s affiliates to apply and serve as reference for the Local Office Time.

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

1.4 “Order Form” means the written order form for SAP Premium Engagement Support Services (as described herein below) that reference this PEGTC and executed by SAP and Licensee. Order Forms include information on fees and delivery requirements specific to the individual SAP Premium Engagement Support Services being ordered.

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

1.6 “Taxes” means federal, state or local sales, VAT, GST, foreign withholding, use, property, excise, service or similar taxes now or hereafter levied all of which shall be for Licensee’s account.

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.

2. **SAP Premium Engagement Support Services.** SAP Premium Engagement Support Services (“PE Services”) are in addition to the services delivered under Support Schedules. PE Services currently include SAP MaxAttention Support Services, SAP ActiveEmbedded Support Services, and SAP ActiveEmbedded Support Services for Rapid Prototyping. SAP may add PE Services offerings from time-to-time.

PE Service offerings consist of the following components. SAP delivers only the PE Services specified in an Order Form(s) referencing this PEGTC.

2.1 **SAP Embedded Support Services.** SAP Embedded Support Services are available as a component of SAP MaxAttention Support Services, SAP ActiveEmbedded Support Services, and SAP ActiveEmbedded Support Services for Rapid Prototyping engagements only.

SAP delivers SAP Embedded Support services as an onsite team consisting of SAP support resources (“Support Resources”) identified in an Order Form performing the roles described below. Such Support Resources shall be available at the Licensee location(s) specified in an Order Form during Normal Business Hours for the quota of days per period of time specified in an Order Form (“Period”) per assigned Support Resource during the Term specified in the Order Form (“Support Resources Quota”). The assignment of Support Resources shall occur within six (6) weeks after execution of the Order Form. The Support Resources Quota does not include any vacation leave by the assigned Support Resources.

Depending on the role, the activities of the assigned Support Resource shall comprise one or any combination of the following areas to the extent applicable as mutually agreed to by the parties:

SAP Engineering Architect (“EA”)

- Understands Licensee’s software solution and business processes and is able to help Licensee address areas of concern
- Preparation, realization and follow-up of strategic planning workshops to identify and detail Licensee focus areas
- Assists Licensee in managing agreed focus projects covering:
 - Integrated end-to-end application lifecycle management
 - Integration validation of complex Licensee solutions
 - Operate the SAP solution more efficiently
 - Accelerated innovation for custom built solutions and rapid prototyping
- Provides transparency about focus area progress via balance score card including jointly agreed KPIs
- Manages quality gates for selected focus area projects (e.g. Blueprint sign-off)
- Proactively monitors thresholds of key operations processes and reactively listens to Licensee concerns
- Tracks and reports on top issues at Licensee’s executive level

SAP Technical Quality Manager (“TQM”)

- Provide strategic advice, guidance and assistance in the following areas:
 - Technical risk management/program management of complex Licensee Software implementation, upgrade and change management projects
 - Preparation of an SAP release & upgrade strategy that is aligned with Licensee’s information technology (IT) strategy
 - Identification of potential areas for reducing Licensee’s total cost of operations; and the optimization (continuous improvement) of Licensee’s SAP Software Solution
 - Introduction of SAP support requirements into Licensee support processes
 - Use of SAP support tools (e.g. SAP Note Assistant, SAP Notes Search and SAP Solution Manager Enterprise Edition)
- Assist Licensee in the development of IT strategies, solution strategies, and solution operations at the project management level that may include, but are not limited to, the following areas:
 - Solution availability management, monitoring and performance
 - Risk mitigation plan(s) for critical maintenance issues
 - Incident reduction and/or avoidance
- Develop and maintain a Licensee-specific PE Services engagement Service and Support Plan that is mutually agreeable to the parties.
- Facilitate the execution (i.e. delivery process) of the mutually agreed to PE Services engagement Service and Support Plan including the coordination of individual service deliveries and SAP resource staffing process at the project level
- Track Licensee’s implementation of SAP’s recommendations and action plans resulting from the delivery of SAP Support Services hereunder
- Provide periodic status and risk reporting at Licensee’s project management level

All Support Resources Services shall be coordinated with a Licensee's designated Engagement Program Manager. Changes to the scope of the SAP Embedded Support Services may be made upon prior written mutual agreement of the parties hereto. Any such changes to the SAP Embedded Support Services shall in all cases only relate to SAP Embedded Support Services and no other type of SAP services.

2.2 SAP Support Services. Certain SAP Support Services are available under SAP MaxAttention Support Services, SAP ActiveEmbedded Support Services, and SAP ActiveEmbedded Support Services for Rapid Prototyping engagements only.

SAP shall provide SAP Safeguarding, Solution Management Optimization ("SMO"), Empowering, Solution Architect, Rapid Prototyping and/or Custom Solutions services (collectively "SAP Support Services") during Normal Business Hours (unless otherwise agreed to in writing by the parties in advance) as may be determined by SAP and Licensee in the agreed to engagement service and support plan, for the quota of SAP Support Services days per Period during the Term specified in the Order Form ("Support Services Quota").

Within the Support Services Quota, Licensee shall be entitled to choose any standard SAP Support Service from SAP's then current portfolio of SAP Support Services. A listing of SAP's current SAP Support Services is attached hereto as Exhibit 1.

To schedule SAP Support Services, Licensee shall contact the assigned TQM or the designated Support Resource. SAP requires a minimum lead-time of five (5) weeks for scheduling SAP Support Service delivery requests. If reasonably possible for SAP, SAP Support Services may also be scheduled based on short term needs and according to arising project requirements. Notwithstanding the preceding sentence, in the event Licensee requires completed drug testing and/or background checks for assigned SAP resources as a prerequisite for the delivery of SAP Support Services, the lead-time for such SAP Support Service delivery requests shall be a minimum of eight (8) weeks. SAP shall calculate the estimated days for a requested SAP Support Service based on Licensee's information and requirements. This estimate shall include preparation and post processing activities. The days used for an SAP Support Service will be deducted from the Support Services Quota, where applicable. No time shall be deducted from the Support Services Quota for travel time. In the event the Licensee postpones or cancels any already requested SAP Support Service less than three (3) weeks before the start date of the SAP Support Service, SAP may deduct already rendered days from Licensee's Support Services Quota.

SAP E2E On-Site Empowering Workshops shall be delivered in single workshop deliveries (i.e., no split workshop deliveries) for a maximum of twenty-four (24) Licensee participants per workshop delivery. Each SAP E2E On-Site Empowering Workshop day is consuming two (2) Support Services Quota days.

The "Custom Solutions" category of SAP Support Services specified in Exhibit 1 are only available for the Non-Standard Software covered by CDP Support (described in Section 2.8 below) as specified in the applicable Order Form.

2.3 SAP Expertise on Demand. SAP Expertise on Demand is available as a component of SAP MaxAttention Support Services, SAP ActiveEmbedded Support Services, and SAP ActiveEmbedded Support Services for Rapid Prototyping engagements only.

SAP Expertise on Demand ("EoD" or "EoD Services") is a remote service which provides SAP resources to fill Licensee's need for short to medium-term duration (up to a maximum of ten man-days in duration) tasks. These tasks target technically complex or unusual issues that are typically beyond the experience of Licensee's staff such as: minor Modifications of SAP Software; minor configuration changes of Licensee's SAP Software system; knowledge transfer on SAP Software and similar tasks. EoD Services do not include: (i) reaction on Licensee support messages as these are covered under the Support Schedule to the Software License Agreement; or (ii) non-standard software received from SAP's Custom Development organization. EoD Services shall be provided during Normal Business Hours for the quota of EoD days per Period during the Term specified in an Order Form ("EoD Quota").

To engage EoD Services, Licensee shall submit an EoD task request to SAP through Licensee's SAP Solution Manager Enterprise Edition system identifying the task and supporting information for the EoD Task for which Licensee is requesting SAP's assistance ("EoD Task"). SAP shall then analyze Licensee's EoD Task request. Licensee understands and accepts that SAP may reject an EoD Task submitted by Licensee if the request does not constitute an actual EoD Task in accordance with this Section 2.3 or if the EoD Task cannot be realized due to technical or legal implications. Where the EoD Task can be realized by SAP, SAP shall submit an action plan for completion of the EoD Task to Licensee. In the event Licensee accepts an action plan and wishes to have SAP commence work, SAP shall provide an estimated duration (in hours, subject to a minimum duration of four (4) hours to complete an accepted EoD Task) for such EoD Task effort. Upon Licensee's acceptance of the estimate, SAP shall commence work on completing the EoD Task in accordance with the action plan. The actual hours used to complete an accepted EoD Task shall be deducted from the EoD Quota. EoD Services cannot be used to deliver SAP Support Services listed in Section 2.2 above.

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

2.4 SAP On-Call Duty Services. SAP On-Call Duty Services are available as a component of SAP MaxAttention Support Services, SAP ActiveEmbedded Support Services, and SAP ActiveEmbedded Support Services for Rapid Prototyping engagements only.

SAP On-call Duty offers Licensee remote access to a contact person within SAP's support organization to support Licensee in his critical business processes, if necessary. Such SAP On-Call Duty contact shall be available for the quota of SAP On-call Duty sessions per Period during the Term specified in the Order Form ("On-call Duty Quota").

An On-call-Duty session is:

- either Monday to Sunday starting 08:00 and ending 20:00 the same day in Licensee's local time zone
- or Monday to Sunday starting 20:00 and ending 08:00 the following day in Licensee's local time zone

To schedule SAP On-call Duty Licensee shall make a request in writing to the TQM or the designated Support Resource. The scheduling of On-call Duty is subject to five (5) weeks advance notice.

2.5 SAP Service Level Agreement. SAP Service Level Agreement is only available as a component of SAP MaxAttention Support Services or SAP ActiveEmbedded Support Services to Licensees who are subscribing to SAP's Product Support for Large Enterprises ("PSLE") Support Schedule. Licensees under contract with SAP for SAP Enterprise Support will receive SLA in accordance with those terms.

The following Service Level Agreement ("SLA" or "SLAs") commitments shall apply to all Licensee support messages that SAP accepts as being Priority 1 or 2, and which fulfill the prerequisites specified herein, for the productive Licensee installations specified in the Order Form. Such SLAs shall commence in the first full Calendar Quarter following execution of the Order Form..

2.5.1 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 issues and/or failures identified and jointly prioritized by SAP and Licensee which endanger Go-Live of a pre-production system or have a significant business impact on Licensee’s core production system.

b. Priority 2 Support Messages (“High”). SAP shall respond to Priority 2 support messages within four (4) hours of SAP’s receipt during SAP’s Local Office Time of such Priority 2 support messages. A message is assigned Priority 2 if normal business transactions 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.

c. For further information on assigning priority levels see SAP Note 67739 available in the SAP Notes Database on SAP’s Support Portal (currently located on the SAP Service Marketplace at <http://service.sap.com/notes>).

2.5.2 SLA for Corrective Action Response Time for Priority 1 Support Messages: SAP shall provide a solution, work around or action plan for resolution (“Corrective Action”) of Licensee’s Priority 1 support message within four (4) hours of SAP’s receipt (twenty-four hours a day, seven days a week) of such Priority 1 support messages. In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the error resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Licensee actions to support error 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 “Customer Action” or “SAP Proposed Solution”, whereas (a) the status Customer Action means the support message 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 (status “SAP Proposed Solution”), a workaround or an action plan; or if Licensee agrees to reduce the priority level of the message.

2.5.3 Prerequisites and Exclusions.

a. Prerequisites. The SLAs shall only apply when the following prerequisites are met for all support messages: (i) support messages are related to releases of SAP Software which are classified by SAP with the shipment status “unrestricted shipment”, except for support messages related to Root Cause for Custom Code described in Section 2.6 below; (ii) support messages are submitted by Licensee in English via the SAP Solution Manager Enterprise Editions system 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 SAP Software which falls into Mainstream Maintenance or Extended Maintenance. For Priority 1 support messages, the following prerequisites must be fulfilled by Licensee: (a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue; (b) Licensee makes available for communications with SAP, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 message consistent with Licensee’s obligations hereunder; and (c) a Licensee contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

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

2.5.4 Service Level Credit.

2.5.4.1 SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Licensee submits less than twenty (20) messages (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the 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 support message during the applicable Calendar Quarter.

2.5.4.2. Subject to Section 2.5.4.1 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 2.5.4, if based on the report, an SAP Failure is proved, SAP shall apply a Service Level Credit (“SLC”) to Licensee’s next MaxAttention or ActiveEmbedded, as appropriate, Service Fee invoice equal to one quarter percent (0.25%) of Licensee’s MaxAttention or ActiveEmbedded, as appropriate, Service 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 MaxAttention or ActiveEmbedded, as appropriate, Service Fee for such Calendar Quarter. Licensee bears the responsibility of notifying SAP of any SLCs within one 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 2.5.4 is Licensee’s sole and exclusive remedy with respect to any alleged or actual Failure.

2.6 **SAP Root Cause Analysis for Custom Code.** SAP Root Cause for Custom Code is only provided to Licensee’s that have purchased the SAP Service Level Agreement component described in Section 2.5 above in an Order Form.

For Licensee custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis and may provide guidance for issue resolution, according to the SLA’s stated in Sections 2.5.1 and 2.5.2 applicable for Priority 1 and Priority 2 support messages related to the productive Licensee installations listed in an Order Form that are submitted by Licensee in accordance with Section 2.4.4(a) above. In addition to the prerequisites for the SLA’s stated in Section 2.5.3(a) above, in order to receive SAP’s Root Cause Analysis for Custom Code service Licensee’s custom code must be documented according to SAP’s then-current standards (for details see <http://service.sap.com/supportstandards>) in Licensee’s SAP Solution Manager Enterprise Edition system. Notwithstanding anything else stated herein to the contrary, SAP shall be deemed to have met the SLA for Corrective Action stated above for Priority 1 support messages related to Licensee custom code by identifying possible root causes for the issue and/or failure of Licensee’s custom code. SAP’s Root Cause Analysis for Custom Code does not include providing corrections; work arounds; or issue resolution for Licensee’s custom code regardless of who created

Licensee's custom code. Corrections or issue resolution for Licensee custom code may be provided by SAP Custom Development under a separate agreement.

2.7 SAP Premium Mission Critical Support. SAP Premium Mission Critical Support is included as a component of an SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement for Licensee's receiving an SAP Service Level Agreement as part of their Support Schedule or as a component of an SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement.

SAP shall assign an individual to remotely coordinate and/or assist a Licensee designated executive management contact ("Licensee Executive Contact") with Top-Issues related to Priority 1 support messages (as Priority 1 support messages are defined in SAP Note 67739 or any future SAP Note that replaces SAP Note 67739) that are beyond the scope of SAP's message handling processes. Assignment of the SAP individual shall occur approximately four (4) hours following Licensee's request documented in a Priority 1 message. The assigned SAP individual will be available to Licensee's Executive Contact from 07:00 hours until 20:00 hours (unless otherwise agreed to in writing by the parties in advance) in the time zone where Licensee's Executive Contact is located and shall remain engaged until the earliest of the following occurs: (i) resolution of the Priority 1 message or Top-Issue; (ii) reduction of the support message priority level to a priority level other than Priority 1; or (iii) agreement of the parties to disengage the assigned SAP individual.

2.8 SAP Baseline Support for Custom Solutions ("CDP Support"). An SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement is a prerequisite to receiving CDP Support.

CDP Support provides message handling support services as described in the Order Form for all Non-Standard Software specified in the Order Form excluding software to which special support agreements apply (which includes, but is not limited to, SAP Enterprise Support or SAP Product Support for Large Enterprises).

2.9 SAP Individual Maintenance. An SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement is a prerequisite to receiving SAP Individual Maintenance.

SAP agrees to maintain functionality that was contained in the Software products and releases specified in an Order Form during the Mainstream Maintenance for the individual maintenance period specified in the Order Form. The adaptation of new functions included in higher releases of the Software (downgrade) to the releases specified below is not included in the scope of SAP Individual Maintenance. A complete list of Licensee installations covered by SAP Individual Maintenance, as well as any applicable restrictions, shall be set forth in the Order Form.

2.10 SAP Secure Support Services. An SAP MaxAttention Support Services or an SAP ActiveEmbedded Support Services engagement is a prerequisite to receiving SAP Secure Support Services.

SAP secure support services provide Licensees with additional services to meet advanced security requirements as detailed in the Order Form.

3. Engagement Management. Each party shall designate an Engagement Manager. SAP's Engagement Manager shall be the assigned TQM or a designated Support Resource. Licensee's Engagement Manager shall be English speaking and empowered to make necessary decisions for Licensee or bring about such decision without undue delay. Such Engagement Managers shall cooperate closely with each other to administer the terms of this PEGTC and any Order Forms. All PE Services performed by the assigned SAP resources shall be coordinated with Licensee's Engagement Manager.

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

- An evaluation of progress under the applicable individual PE Service program compared to the agreed key focus areas, KPI's and individual PE Services engagement Service and Support Plan
- Requirements for software legal change packs and technology stack to Licensee's SAP Software system
- SAP release and upgrade strategy
- Identification of risks and/or delays that may jeopardize the performance of Licensee's SAP Software solution including risk mitigation recommendations
- Implementation of recommendations
- Discussion of open issues and any change requests from either party
- Relevant details regarding project organization and planning

Such meeting report shall be prepared by SAP's Engagement Manager and forwarded to Licensee's Engagement Manager for approval. In the event Licensee's Engagement Manager does not contest the report in writing within thirty (30) working days of receiving such report by providing specific report change requests, the report shall be deemed accepted and approved by Licensee. The parties shall cooperate in good faith to resolve any report change requests and issue final versions for approval and acceptance.

The parties hereto agree that the cooperation of Licensee's third party consulting partner(s) ("Licensee Partner") is critical to the success of the individual PE Service engagements. Licensee shall ensure that such Licensee Partner shall comply with Licensee's responsibilities, this PEGTC and any Order Forms and shall cooperate with SAP as reasonably requested by SAP in order for SAP to fulfill its obligations under this PEGTC and any Order Forms

4. Licensee Requirements. In order to receive PE Services hereunder, Licensee must: (i) continue to pay all support fees (i.e.; Standard Support Fees, Enterprise Support Fees, or Premium Support for Large Enterprises Fees) under the Software License Agreement; and (ii) otherwise fulfill its obligations under the Agreement, this PEGTC, and any Order Forms referencing this PEGTC. Licensee shall have installed, configured and be using an SAP Solution Manager Enterprise Edition system in accordance with the Support Schedule, as SAP Solution Manager Enterprise Edition is the service delivery platform for documenting top issues, core business processes and critical system information. In the event Licensee is receiving SAP Standard Support under the Software License Agreement, Exhibit 2 to this PEGTC shall apply. Licensee shall provide remote connectivity and data access in accordance with the Support Schedule.

Licensee's E2E On-Site Empowering Workshop Responsibilities: Prior to scheduling SAP E2E On-Site Empowering Workshops, Licensee shall provide or adhere to the requirements specified in Exhibit 3 attached hereto.

5. Fees. Licensee shall pay to SAP the fees for the individual PE Service engagements on the terms specified in the Order Form(s). Any fees not paid when due shall accrue interest at the rate of 18% (eighteen percent) per annum, but not to exceed the maximum amount as allowed by law. Fees are subject to change once during a calendar year upon ninety (90) days prior written notice to Licensee prior to the end of a calendar year.

6. **Taxes.** Fees and other charges described in this PEGTC or any Order Forms do not include Taxes. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of the Agreement. If SAP is required to pay Taxes, Licensee shall reimburse SAP for such amounts. Licensee hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP. This Section shall not apply to taxes based on SAP's income. Licensee also agrees to pay SAP for additional tax amounts, if any, created by the taxability of SAP resources reimbursed travel and living expenses resulting from long term assignments at Licensee's locations.
7. **Warranty.** SAP warrants that its PE Services shall be performed in a professional and workman-like manner and with the skills reasonably required for ninety (90) days following the completion of the PE Services. Unless it is expressly confirmed in writing by SAP, no communication of any kind can be construed as imposing on SAP any other or more onerous duty or liability than is set forth in this PEGTC. Provided Licensee notifies SAP in writing with a specific description of the PE Services warranty breach within the warranty period and SAP validates the existence of such warranty breach, SAP will at its option either re-perform the applicable PE Services or reinstate the days or sessions used to deliver the applicable PE Service to the applicable PE Service quota. This is Licensee's sole and exclusive remedy for a warranty breach.

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

8. **Limitation of Liability for PE Services.** ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION AND SAP'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES SHALL SAP, ITS CONSULTANTS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID FOR THE APPLICABLE PE SERVICES UNDER THE RELEVANT ORDER FORM DIRECTLY CAUSING THE DAMAGES OR BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES. The provisions of the Agreement and the fees under a specific Order Form allocate the risks between SAP and Licensee.
9. **Work Product.** All title to and rights in the PE Services, deliverables and work products, and all Intellectual Property Rights embodied therein, including techniques, knowledge or processes of the PE Services, deliverables, or work product (whether or not developed for Licensee), shall be the sole and exclusively property of SAP and SAP AG. Licensee agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure SAP's or SAP AG's title over such rights. Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Licensee is granted a non-exclusive, non-transferable license for the duration of the license granted under the Software License Agreement, so long as Licensee complies with the terms of the Agreement to use any deliverables and work products provided to it by SAP under a relevant Order Form in order to run Licensee's and its Affiliates' internal business operations, and otherwise to the same extent as Licensee is granted a license to use the SAP Software, documentation and SAP Confidential Information in the License Agreement.

10. **General Provisions.**

10.1 The assigned Support Resources shall be entitled to their normal annual vacation leave as set forth in their employment contract with SAP or other SAP Affiliate company. Vacation planning for assigned Support Resources shall be reviewed with Licensee's Engagement Manager. Subject to the employment agreement and local employment regulations and, unless otherwise agreed, assigned Support Resources shall not take more than two (2) consecutive calendar weeks of vacation at one time.

10.2 Licensee is responsible for making the necessary internal arrangements for the carrying out of the individual PE Services on a non-interference basis. Exhibit 4 hereto includes certain service delivery requirements and duties ("Tasks") that are the responsibility of Licensee. In addition to the Tasks specified in Exhibit 4 hereto, Licensee agrees to provide appropriate resources, including but not limited to equipment, data, information, workspace and appropriate and cooperative personnel, to facilitate the performance of the PE Services. Licensee agrees that the scope of the individual PE Services shall be subject to change if the Licensee tasks are not performed in a timely and appropriate manner and/or if the Licensee resources are not provided. SAP may subcontract all or part of the individual PE Services to a qualified third party.

10.3 To ensure efficient communication, both parties agree that the language for the delivery of the PE Services shall be English. Relevant information related to the individual PE Services shall be provided to the SAP resources in English.

10.4 Licensee agrees and understands that the assigned SAP resources (including the assigned Support Resources) may occasionally perform PE Services activities hereunder from an SAP office.

10.5 Unused Support Resources, Support Services, EoD, or On-Call Duty Quota days or sessions cannot be carried forward or backwards into different Periods, between Order Forms, or beyond the expiration of the Term (including any Renewal Terms) of an individual Order Form.

10.6 With respect to the PE Services provided under this PEGTC and any Order Forms referencing this PEGTC, the relationship of SAP and Licensee is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by this Agreement.

10.7 The selection of SAP resources assigned or deployed to deliver individual PE Services is at SAP's sole discretion and SAP reserves the right to replace any SAP resource at any time at its sole discretion with an SAP resource with equivalent skills. In exercising such discretion, SAP shall maintain the continuity of the individual PE Services to be provided to Licensee under an executed Order Form.

10.8 SAP E2E On-Site Empowering Workshop materials provided (if any) are intended solely for the use of the individual student attending SAP E2E On-Site Empowering Workshop courses and may not be copied, distributed or used for any other purpose. Licensee agrees that such SAP E2E On-Site Empowering Workshop materials are the Proprietary Information of SAP. Licensee agrees not to disclose, transfer, or otherwise make available the SAP E2E On-Site Empowering Workshop materials to any third parties.

10.9 If at any time Licensee is dissatisfied with the material performance of an assigned SAP resource, Licensee shall promptly report such dissatisfaction to SAP in writing and may request SAP to replace such SAP resource. SAP shall use its reasonable discretion in accomplishing any such change (which shall be subject to staffing availability).

10.10 Neither party shall knowingly solicit or hire, in any capacity whatsoever, any of the other party's employees involved in the delivery of individual PE Services during the term of an individual Order Form and for a period of six (6) months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

10.11 Any change to the PEGTC and/or any Order Form shall be subject to mutual written agreement of the parties. SAP shall not commence work on any such change unless and until the change has been agreed to in writing and signed by both parties.

11. **Termination.**

11.1 **Termination for Cause.** Notwithstanding the forgoing, SAP may terminate any Order Form referencing these PEGTC after thirty (30) days written notice of: (i) Licensee's failure to pay fees for PE Services in accordance with individual Order Form(s); (ii) Licensee's failure to pay SAP Support fees in accordance with the Software License Agreement; or (iii) other Licensee breach of the Agreement unless cured within such thirty (30) day period.

11.2 **Termination due to Changes in Scope.** The scope of PE Services offered by SAP may be changed annually by SAP at any time upon ninety (90) days prior written notice to reflect the continuing development of SAP Software and technical advances, and provided such changes in the scope of PE Services are applied to similarly situated SAP licensee's subscribing to PE Services in the Territory. In the event SAP exercises its option to change the scope in accordance with this Section 11.3, and such changes are not acceptable to Licensee, Licensee is entitled to terminate an Order Form affected by such scope change(s) with effect at the expiration of this ninety (90) day period. If the Licensee does not terminate within such period, the changes are deemed to be accepted by the Licensee.

11.3 **Termination due to Changes in Fees.** In the event SAP exercises its option to change fees in accordance with Section 5 above, and such changes are not acceptable to Licensee, Licensee is entitled to terminate an Order Form affected by such fee change with thirty (30) days' written notice from Licensee's receipt of SAP's notice of such fee change with effect to the end of the then current calendar year in which such fee change notice is given. If the Licensee does not terminate within such period, the fee changes are deemed to be accepted by the Licensee.

11.4 Any Order Form referencing these PEGTC shall terminate effective the same date as any termination of the Support Schedule under the Software License Agreement.

11.5 Termination of an individual Order Form in accordance with the terms stated herein shall not automatically terminate any other Order Forms that are not so terminated.

12. **Survival.** Sections 8 and 9 shall survive any termination of an Order Form referencing these PEGTC.

EXHIBIT 1

SAP SUPPORT SERVICES

Safeguarding	
Assessment & Benchmarking for Implementation	Assessment & Benchmarking for Operations & Upgrades
SAP Technical Feasibility Check	SAP Solution Management Assessment
SAP Technical Integration Check	SAP Solution Management Assessment for Upgrades
SAP Operational Readiness Assessment	SAP Upgrade Assessment
	SAP Downtime Assessment
SAP Zero Modification	SAP Maintenance Assessment
	SAP Modification Assessment for Employee Self-Service (ESS)/Manager's Self-Service (MSS)
Solution Management Optimization	
Performance Optimization	Data Volume Management
SAP Business Process Performance Optimization ("BPPO") for Customer Programs	SAP Data Volume Service Check
for Logistics Processes	SAP Data Volume Reporting
for Financial Period-End Close	SAP Data Management
for xMSA	SAP Data Archiving & Optimization (for an existing archiving strategy)
SAP Technical Performance Optimization for Database Performance Optimization	SAP Data Archiving & Optimization (for a new archiving strategy)
for Storage Subsystem Optimization – New	SAP Data Volume Management for SAP NetWeaver BW
for Storage Subsystem Optimization – Existing	Application Integration
for Capacity Management	SAP Business Process Management
Remote Performance Optimization	SAP Interface Management
	System Administration
Application Change Management	SAP System Administration
SAP Software Change Management	SAP System Administration for SAP APO
SAP Test Management Optimization	SAP System Administration for SAP CRM
SAP Volume Test Optimization	SAP System Administration for SAP NetWeaver BW
	SAP System Administration for SAP NetWeaver Portal
GoingLive:	SAP System Administration for SAP NetWeaver PI
SAP GoingLive Support	SAP Continuity Management
	SAP Security Optimization
Empowering	
SAP Operations Competence Assessment	SAP E2E On-Site Empowering Workshops
SAP Solution Manager Starter Packs	
Solution Architect	
SAP Solution Transition Evaluation	SAP Business Solution Improvement
SAP IT Planning	
Rapid Prototyping	
SAP Scoping Empowering	SAP Customer Development Empowering
SAP Prototype Operation	SAP Testing and Verification Check
SAP Configuration Check	SAP Orchestration and Transition Empowering
Custom Solutions (Note: ONLY AVAILABLE IF CDP SUPPORT IS PURCHASED UNDER AN ORDER FORM)	
SAP CDP Conflict & Resolution for Support Packages	SAP CDP Conflict & Resolution for Enhancement Packages
SAP CDP Solution Manager Documentation	SAP CDP Knowledge Transfer
SAP CDP Enhancement Evaluation	

EXHIBIT 2

LICENSING TERMS FOR SAP SOLUTION MANAGER ENTERPRISE EDITION

SAP Solution Manager Enterprise Edition under PE Services

1. SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the Software License Agreement and is solely for the following purposes during the delivery of PE Services: (i) delivery of PE Services for the software licensed by Licensee under the Software License Agreement and any other software licensed by Licensee from third parties provided such third party software is operated in conjunction with the software licensed under the Software License Agreement ("Licensee Solutions"); and (ii) application lifecycle management for Licensee Solutions and for any other software components and IT assets licensed or otherwise obtained by Licensee from third parties provided such third party software, software components and IT assets are operated in conjunction with the Software licensed under the Software License Agreement and are required to complete the Licensee's business processes as documented in the solution documentation in SAP Solution Manager Enterprise Edition ("Additional Supported Assets"). 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 Solutions and Additional Supported Assets using the project management functionality of SAP Project and Portfolio Management integrated in SAP Solution Manager Enterprise Edition. (The cross project resource management and portfolio management functionality of SAP Project and Portfolio Management is not in scope of SAP Solution Manager Enterprise Edition and needs to be licensed separately.)
- 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 under the License Agreement.

For application lifecycle management as outlined under section 1(ii) above, Licensee does not require a separate Package license to SAP CRM. Licensee must hold appropriate Named User licenses to Use SAP Solution Manager.

2. SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Licensee shall not use SAP Solution Manager Enterprise Edition for (i) CRM scenarios such as service plans, contracts, service confirmation management, except as CRM scenarios are expressly stated in Section 1; (ii) SAP NetWeaver usage types other than those stated above; or (iii) application life-cycle management and in particular incident management (service desk) except for Licensee Solutions and Additional Supported Assets; 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 listed above; (vi) SAP NetWeaver Gateway including but not limited to SAP NetWeaver Gateway design time except the abovementioned mobile application lifecycle management scenarios with the scope described above.

3. SAP – in its sole discretion – may update from time to time on the SAP Service Marketplace under <http://service.sap.com/solutionmanager> the use cases for SAP Solution Manager Enterprise Edition under this Exhibit.

4. SAP Solution Manager Enterprise Edition shall only be used during the term of the individual Order Form referencing the PEGTC by Named Users licensed by Licensee subject to the licensed rights for the Software and exclusively for Licensee's SAP related support purposes in support of Licensee's internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under PE Services 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. Notwithstanding the foregoing limitation on Named Users, Licensee shall be entitled to allow any of its employees to use web self-service in the SAP Solution Manager Enterprise Edition during the term of an individual Order Form referencing the PEGTC for the sole purpose of creating support tickets, requesting support ticket status and ticket confirmation directly related to the Licensee Solutions and Additional Supported Assets.

5. In the event Licensee terminates the Agreement or an individual Order Form and was receiving SAP Standard Support, Licensee's use of SAP Solution Manager Enterprise Edition under PE Services 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.

6. 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 and have licensed Named Users; provided, third parties authorized to access the SAP Software under the Software License 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 Exhibit.

Exhibit 3

SAP E2E ON-SITE EMPOWERING WORKSHOP DELIVERY REQUIREMENTS

SAP's Empowering Workshop Responsibilities: SAP shall provide:

- A qualified instructor
- Printed course materials
- Course presentation content
- Access to SAP training website via a Citrix Secure Gateway ("CSG"). The number of active workstation logon access will be a function of the bandwidth available identified by the requirements document mentioned in this Exhibit 3. CSG is a direct connection to an SAP training landscape via the internet (<http://mywts.sap.com>).

Licensee Responsibilities:

- Suitable workshop environment, reasonably free from distractions and with sufficient room for the attendees to participate fully
- Suitable audio-visual equipment meeting the recommended requirements specified herein
- Adequate number of properly configured instructor and student workstations for the number of participants attending the workshop. Such student workstations shall meet the recommended requirements specified herein.
- Prior to scheduling an on-site workshop, Licensee must understand and adhere to the requirements document (provided by SAP prior to scheduling an on-site workshop) for each workshop
- All internal security and network issues
- Internet access is available to all workstations, student and instructor, for connecting to SAP's internal training landscape via CSG. A successful CSG test connection must be completed before the workshop begins
- An IT representative must be made available at Licensee's site for initial connectivity/network type issues

Instructor Workstation

The following requirements are recommended to display presentations:

- Microsoft PowerPoint Viewer and Adobe Reader
- CD Drive
- Depending upon the presentation, the instructor workstation requires approximately 100 - 500MB of free local disk space per presentation if installed on the hard drive

Instructor and Student Workstations

The following minimum requirements are recommended to access the Windows Terminal Servers:

- All supported Windows Operating System (please see <http://www.microsoft.com/windows/lifecycle/default.mspx> -> Section "Product Life-Cycle Road Map")
- MS-Internet Explorer version 6, or higher, or Mozilla Firefox version 2 or higher
- Cookies must be allowed in the internet browser on student workstations
- MS Installer Version 2 or higher
- Microsoft mouse or 100% compatible mouse
- Network connection: network interface card (NIC) and the appropriate network transport software are required
- 17" monitors operating at 1024x768 resolution (for readability)
- Operating Systems and/or web browsers other than stated above are not supported. The remote training location that is accessing SAP servers via our CSG solution must also have sufficient spare bandwidth in their internet link to support the extra traffic. An additional 30 - 50 Kbps per connection is recommended in excess of their normal demand.

Please contact the SAP Support Center for assistance and questions.

Exhibit 4

SAP SUPPORT SERVICES DELIVERY TASKS

1. Licensee Project Team Requirements/Preliminary Agenda. Licensee shall define a project team and make sure that the relevant contact people are available for the duration of the individual SAP Support Service deliveries. Such Licensee project teams should be staffed with Licensee's IT Project Manager, concerned business process owners, system administrator, active users, and the persons who are responsible for the implementation of the respective core business processes. The on-site agenda requires the participation of some or all of the Licensee project team and related Licensee third-party partner companies. Prior to an on-site SAP Support Service delivery, the SAP and Licensee MaxAttention Program Managers shall agree upon a more formal agenda for the SAP Support Service and the required involvement of Licensee's project team members.

2. Service Delivery Requirements/Licensee Tasks. In order to enable SAP to provide on-site PE Services, Licensee shall provide or adhere to the following:

Project Room. A Project room providing the following equipment and/or material is necessary:

- Dedicated office space which can accommodate four to eight people
- Telephone (as well as access to a fax machine)
- Dedicated telephone lines, network and/or SAPNet connections for remote connection to SAP
- Flipchart or marker board
- Overhead projector and/or beamer
- Minimum of two PCs with SAP logon capability

On-Site Access Logistical Materials. Licensee shall provide the following materials and information as necessary:

- Security/ID badges
- Door security codes
- Parking passes
- System access, including logon ID's
- Government security requirements, if required
- Specify any additional Licensee security requirements that would affect SAP staffing

Remote Connectivity and Data Access

- Maintain a remote connection to SAP in accordance with the Support Schedule
- Allow access to all relevant systems including system logon ID's and network logon ID's pursuant to the Support Schedule
- Specify any additional Licensee security requirements that would affect remote connectivity, data and/or system access
- Provide or make available all information and documentation reasonably relevant to the specific installation, SAP solution, business processes, project scope, and third-party software and hardware where applicable