OEM SUPPORT SCHEDULE

TECHNICAL SUPPORT FOR OEM PARTNERS

OEM has access to Licensor's support services during 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 Licensor's registered office. Support services will only be provided from the region where the Agreement was originally signed by OEM.

The Licensor support team is a group of technical specialists that works with OEM's development team to assist with programming, development and integration issues.

OEM shall manage its own contacts via the SAP Global Support Backbone that may raise support messages using the Partner Support Portal. All OEM contacts that raise support messages shall be adequately trained and have sufficient expertise in the Software and versions thereof for which OEM provides support, and be familiar with Licensor's support processes and procedures as documented on SAP ServiceMarketPlace (http://service.sap.com/swdc) ("ServiceMarketPlace").

OEM shall ensure that at least one designated contact has successfully been certified in the use of all Software and Releases thereof supported by OEM. Any training received by OEM should be provided by either the Licensor Training Department or Licensor certified trainers. In a case where the OEM does not comply with the aforementioned requirement, OEM acknowledges that Licensor reserves the right to withhold certain services related to Licensor's support services.

OEM is responsible for providing first and second lines of support to its end users on the Software. Licensor has developed the Service Marketplace (SMP) to assist OEM partners with answers and problem solving suggestions for technical issues. SMP is written and developed by Licensor's technical product specialists (TPS) who have first hand technical support experience. SMP has been designed to answer the most current technical issues and resolve 90% of the incoming technical support calls.

Licensor will make available to OEM certain major and, minor Releases of the Software, if and when such Releases are made generally available by Licensor to its OEM-type partners ("Future Releases"). If OEM has licensed Software with limited functionality or a limited configuration, any Release of such Software provided to OEM as future Releases shall be limited to the same Software functionality and configuration originally included in the Software as described in the Agreement.

1. OEM SUPPORT RESPONSIBILITIES

Before requesting OEM Support

The following tasks are to be carried out by the OEM with the End User before requesting OEM support:

- Accept support message from End User
- Work to resolve the issue directly with End User. Leverage remote connectivity to End User's system as necessary.
- Capture all environmental and technical details pertaining to the issue.
- Continually document the troubleshooting approach and attempted solutions including steps to reproduce the problem.
- Search for error messages using the data provided by End User.
- Search SAP Knowledgebase articles for known solutions.
- Review system and product configuration settings.
- Collect and review:
  - Core dumps
  - Trace analyses
  - System logs
  - Stack traces
- Reproduce the issue to further isolate the problem and identify root cause
- Propose appropriate system configuration or workarounds
- Communicate any solutions to End User

- Determine if the issue is a Software defect or an undocumented issue and request OEM Support as necessary

When requesting SAP Support

- Record only one issue per message.
- Provide complete and accurate environmental information of the system affected.
- Create a meaningful short text description of the problem.
- Select the appropriate priority level while also including the appropriate business impact information.
- Select the product component affected.
- OEM shall translate all information into English.
- The Licensor message should include the following information:
    - Specific and detailed steps to reproduce the problem in the system.
    - Comprehensive description of the problem, including all steps that lead to it, full syntax of the error message.
    - Software Version, Support package information and environment information.
    - Technical information on the affected system (System ID, System type, System name, installation number, product version and patch level of each involved product, SDK, or Add-on, database and database server data, application server data, operating system, GUI or browser version, localization and language settings etc.).
    - OEM Contact person (Name, telephone number and best time to contact)
    - Attachments: any attachments that could help to process the support message such as trace files, reports or screenshots.
    - Any information or documentation compiled while working with the End User

While working with SAP Support

While engaged with OEM Support with Licensor, OEM must:

- Test the solution
    - The solution must first be checked and tested in a test system.
    - Back up all relevant data before the solution is installed.
    - Work with End User to check and test the solution in the production system.
- Communicate any potential solutions or workarounds to the End User

Licensor's Support Tasks:

Licensor's Support Tasks ("Development Support" or "Third Level Support") related to Software and Third Party Vendor Support Tasks ("Development Support" or "Third Level Support") related to Third Party Software Licensed from Licensor

- Receiving support message from OEM via SAP Global Support Backbone.
- Analyzing in detail all recorded traces and error messages forwarded by End Users and OEM.
- Recommend solutions or workarounds
- Creating or modifying existing SAP Notes regarding:
    - The identified cause of the issue.
    - Resolution of the issue with all relevant information and material (e.g. bug fixes, patches, description of workarounds).
- Communicate and specify expected duration to fix defects by patches, bug fixes or support packages to OEM.

2. DEFINITIONS OF SEVERITY LEVELS

Production Systems

Licensor has defined the following priorities for problem messages:

Very high:

A message should be categorized with the priority "very high" if the problem has very serious consequences for normal business transactions and urgent work cannot be performed. This is generally caused by the following circumstances:

- Absolute loss of a system
- Malfunctions of central system functions in the production system
- Delays to the planned production start-up or upgrade within the next 3 workdays
- The message requires immediate processing because the malfunction can cause serious losses.

To ensure prompt processing of support messages with priority **Very High**, OEM shall ensure that:

- An Internet Connection is in place to enable remote analysis by support personnel of the Licensor
- A contact person is available to:

  - provide further details on the problem and enable remote analysis by support personnel of Licensor

  - start the remote analysis session with support personnel of Licensor.
- Outside the standard local support hours, support messages shall be logged/replied to in English.
- Inside the standard local support hours the preferred communication language is English
- The business impact of the issue is clearly stated

Please note following for messages with priority **Very High**:

- If the contact person is not available or contactable, or the communication is not in English, then there will be no processing outside standard local support hours
- If the business impact is not clearly stated in the message and cannot be confirmed (contact person is not available/reachable or the communication is not in English if outside standard support hours), then the message priority will be reduced to **High**

High:

A message should be categorized with the priority "high" if normal business transactions are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Software that are required immediately.

The message requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.

Medium:

A message should be categorized with the priority "medium" if the problem disrupts the entire productive business flow or causes inoperable functions in the Software.

Low:

A message should be categorized with the priority "low" if the problem affects normal business transactions. The problem is caused by incorrect or inoperable functions in the Software.

Test Systems

For the same problem situation in a test system, priorities should usually be classified with a rating that is one level lower than for production systems.

3. SERVICE LEVELS – OEM PREMIER SUPPORT PARTNERS ONLY

Global message handling by Licensor for problems related to the Software. When OEM reports malfunctions, Licensor 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 Licensor. OEM 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. Licensor shall use commercially reasonable efforts to comply with the Initial Reaction Times (IRT) and Maximum Processing Times regarding support Incidents (messages) when communicating with the OEM channel Premier Support partners.

Priority of Support Incidents	**Initial Reaction Time (IRT)**	**Maximum Processing Time (provision of solution, action plan or workaround)**
■ 1 = very high	■ 1 hour [1]	■ 4 hours [1]
■ 2 = high	■ 4 working hours	■ 2 working days

1 – English language support during normal local business hours only

Priority 1 Support Messages ("Very High"). 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 functions in the Production System, or Top-Issues.

Priority 2 Support Messages ("High"). 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 Licensor system that are required to perform such transactions and/or tasks.

OEM purchasing Premier Support may purchase add-on 24X7 support option for an additional fee. Under this add-on option, Licensor will commence message handling on errors of very high priority (for a definition of priorities, see SAP Note 67739) within 24 hours, 7 days a week provided that the following conditions are met: (i) The error must be reported in English and (ii) OEM must have a suitably skilled English-speaking employee at hand so that OEM and Licensor can communicate if Licensor assigns the problem message to an overseas Licensor support center. If either or both of these conditions are not fulfilled, Licensor may not be able to start message handling or to continue message handling until these conditions are fulfilled.

Initial Reaction Time

- Licensor shall confirm receipt of a message and provide OEM with an initial qualified response

Maximum Processing Time

- Licensor shall provide a solution, action plan or workaround
- OEM shall forward the support message to Licensor within the agreed timeframe if the cause of the defect in the Support Incident indicates a previously unknown problem with the Software coding
- Licensor is under no obligation to provide a fix for previously unknown bugs
- Times only refer to that part of the processing time, when the message is being processed by Licensor ("Processing Time"). The Processing Time does not include the time, when the message is on status "Partner Action", "Customer Action" or "Licensor Proposed Solution", whereas:
  - The status "Partner Action" means the message was handed over to a technology or software partner of Licensor or a third party vendor of Licensor outside the Licensor's organization for further processing;
  - The status "Customer Action" means the message was handed over to OEM.
  - The status "Licensor Proposed Solution" means Licensor has provided a Corrective Action (see note below).
- For OEMs on Premier Support, the Maximum Processing Time for Priority 1 "Very High" support messages is measured in real time, provided the OEM maintains availability to continue working with Licensor outside of normal business hours. For Support Incidents with any other priority, the time is measured in working hours during Licensor's normal business hours
- Where Licensor provides an action plan to OEM, such action plan will include descriptions of:
  - the status of the resolution process;
  - the next steps planned by Licensor and the responsible persons allocated by Licensor;
  - date and time for the next status update from Licensor;
  - due dates for actions taken by Licensor, to the extent possible.

- Licensor will provide regular status updates on the processing to OEM of Priority 1 "Very High" messages, which include:
  - results of actions undertaken so far;
  - next steps planned;
  - date and time for next status update.

Note: A Corrective Action is a solution, work around or action plan for resolution supplied by Licensor. In the event an action plan is submitted to OEM as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible Licensor resources; (iii) required OEM actions to support the resolution process; (iv) to the extent possible, due dates for Licensor's actions; and (v) date and time for next status update from Licensor. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update.

4. SAP SOLUTION MANAGER ENTERPRISE EDITION, SAP ROUTER CONNECTIVITY AND SAP REMOTE COMPONENTS

4.1 The architecture of certain Software not branded as SAP BusinessObjects as specified by Licensor on the ServiceMarketPlace requires Licensor's development team to access Software at the code level to provide OEM Support (the "Specified Software"). The following specifies the additional support requirements related to the provision of OEM Support of the Specified Software. In order for Licensor to provide OEM Support for the Specified Software, remote connectivity between Licensor and OEM's production system. Connectivity to OEM's system can be established in a multitude of ways including SAP Solution Manager, SAP Router, and SAP Remote Components, as described in SAP Note 91488. (or any future SAP Note which replaces SAP Note 91488.).

4.2 SAP Solution Manager Enterprise Edition, SAP Router Connectivity and SAP Remote Components. (each, and any successor to SAP Solution Manager Enterprise Edition, SAP Router Connectivity and SAP Remote Components provided hereunder) shall be subject to the Agreement and is solely for the following purposes under OEM Support: (i) delivery of OEM Support and support services for the Software including delivery and installation of software and technology maintenance for the Software; and (ii) application lifecycle management for the Software and for any other software components and IT assets licensed or otherwise obtained by OEM from third parties provided such third party software, software components and IT assets are operated in conjunction with the Software and are required to complete the OEM's business processes as documented in the solution documentation in SAP Solution Manager Enterprise Edition ("Additional Supported Assets"). Solution Documentation for SAP Router can be found at: https://websmp209.sap-ag.de/sap/support/notes/0028976, and Solution Documentation for SAP Remote Support Component can be found at: https://websmp209.sap-ag.de/rsc.

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
- 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 Licensor BI software is licensed by OEM as part of the Software.
  For application lifecycle management as outlined under section 4.2(ii) above, OEM does not require a separate Package license to SAP CRM. OEM must hold appropriate Named User licenses to Use SAP Solution Manager.

4.3 SAP Solution Manager Enterprise Edition, SAP Router and SAP Remote Components may not be used for purposes other than those stated above. Without limiting the foregoing restriction, OEM shall not use SAP Solution Manager Enterprise Edition, SAP router or SAP Remote Components for (i) CRM scenarios such as service plans, contracts, service confirmation management, except as CRM scenarios are expressly stated in Section 4.2; (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 Software and Additional Supported Assets and (iv) non-IT shared services capabilities, including without limitation HR, Finance or Procurement.

4.4 Licensor, 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, SAP Router or SAP Remote Components under this Section 4.

4.5 SAP Solution Manager Enterprise Edition, SAP Router and SAP Remote Components shall only be used during the term of this OEM Support Schedule and by Named Users licensed by OEM subject to the licensed rights for the Software and exclusively to enable OEM to receive OEM Support from Licensor. The right to use any SAP Solution Manager Enterprise Edition, SAP Router or SAP Remote Components capabilities under OEM Support other than those listed above is subject to a separate written agreement with Licensor, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition, SAP Router or SAP Remote Components. Notwithstanding the foregoing limitation on Named Users, OEM shall be entitled to allow any of its employees to use web self service in the SAP Solution Manager Enterprise Edition, SAP Router or SAP Remote Components during the term of this OEM Support Schedule for the sole purpose of creating support tickets, requesting support ticket status and ticket confirmation directly related to the Software and Additional Supported Assets.

4.6 Use of SAP Solution Manager Enterprise Edition, SAP Router and SAP Remote Component may only be used to receive OEM Support purposes in accordance with the terms of this OEM Support Schedule and may not be offered by OEM as a service to third parties even if such third parties have licensed SAP Software and have licensed Named Users.

5. OEM's RESPONSIBILITIES. In order to receive OEM Support for the Specified Software, OEM must further satisfy the following requirements:

5.1 OEM must provide and maintain remote access of the Specified Software in an OEM production environment via either SAP Solution Manager Enterprise Edition, SAP Router or SAP Remote Support Component or such other technical standard procedure defined by Licensor and grant Licensor all necessary authorizations, in particular for remote analysis of issue as part of message handling. Such remote access shall be granted without restriction regarding the nationality of the Licensor employee(s) who process support messages or the country in which they are located. OEM acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render Licensor 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. Assistance with SAP Router connectivity can be achieved by logging a message against component XX-SER-NET (or any future SAP Note which replaces SAP Note XX-SER-NET).

5.2 OEM shall have installed, configured and be using productively, an SAP Router connection or SAP Remote Support Component connection, with the latest patch levels, and the latest SAP Router and SAP Remote Support Component support packages.

5.3 OEM shall fully enable and activate SAP Remote Support Component, or SAP Router in accordance with the applicable documentation made available at the ServiceMarketPlace.

5.4 OEM agrees to maintain adequate and current records of all modifications and, if needed, promptly provide such records to Licensee.

5.5 Submit all error messages via the then current Licensor support infrastructure as made available by Licensor from time to time via updates, upgrades or add-ons.

5.6 Inform Licensor without undue delay of any changes to OEM's installations and Named Users and all other information relevant to the Software under which OEM Support is provided.

6. VERIFICATION. To check the compliance with the terms of this Schedule, Licensor shall be entitled to periodically monitor (at least once annually and in accordance with Licensor standard procedures) (i) the correctness of the information OEM provided and (ii) OEM's usage of the Solution Manager Enterprise Edition, SAP Remote Support Component, or SAP Router, in accordance with the rights and restrictions set out in Section 4.2.

7. First or Second Level Support

7.1 OEM will be invoiced by Licensor as outlined below for Incidents with priorities other than priority 1 ("very high") if such Incidents have been processed by OEM's support organization, but have been solved by SAP Support (closed with status "Confirmed" by OEM/End User or with status "Confirmed Automatically" by Licensor). For clarification purposes: the aforementioned mechanism does not apply to Incidents solved via Third Level Support (Development Support) as outlined in this OEM Support Schedule. References to "Incident" in this OEM Support Schedule shall mean the support event starting

with a malfunction or functional impairment of the Software which with reasonable probability is based on a defect or error of the Software. As soon as Licensor or OEM's support organization is informed, the support even becomes an Incident.

7.2 For Incidents solved by Licensor as described above, Licensor will charge OEM a fee per Incident as outlined in the then current applicable SAP Price List (billing on a "per message basis"). However, Licensor will not invoice OEM if Licensor has solved five (5) or fewer Incidents per calendar quarter. Licensor will issue invoices to OEM on a quarterly basis. Such invoices will comprise a list of Incidents solved by Licensor. As long as Incidents are being processed, they are not invoiced to OEM. Invoices will be issued after resolution of an Incident. All amounts due for solving of such Incidents shall be payable by OEM to Licensor within thirty (30) days of invoice date.

OTHER TERMS AND CONDITIONS

a. The scope OEM Support offered by Licensor may be changed annually by Licensor at any time upon three months prior written notice.

b. Licensee hereby confirms that OEM has obtained all licenses for the OEM Product and other third party solutions that work in conjunction with the Software.

c. FAILURE TO UTILIZE OEM SUPPORT PROVIDED BY LICENSOR, IN COMBINATION OF A CURRENTLY ACCESSIBLE REMOTE CONNECTIVITY BETWEEN LICENSOR AND OEM (WHERE APPLICABLE), MAY PREVENT LICENSOR FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE FOR WHICH LICENSOR CANNOT BE HELD RESPONSIBLE.

d. In the event Licensor licenses third party software to OEM under the Agreement, Licensor shall provide OEM Support on such third party software to the degree the applicable third party makes such support available to Licensor. OEM may be required to upgrade to more recent versions of its operating systems and databases to receive OEM Support. If the respective vendor offers an extension of support for its product, Licensor may offer such extension of support under a separate written agreement for an additional fee.

e. OEM Support is provided according to the current maintenance phases of Software releases as stated in http://service.sap.com/releasestrategy.