SAP® BUSINESSOBJECTS™ ENTERPRISE SUPPORT SERVICES SCHEDULE

The Software License Agreement found at http://www.sap.com/company/licenses and this SAP BusinessObjects Enterprise Support Services Schedule (the "Agreement") apply to the provision of Enterprise Support Services for SAP BusinessObjects brand Software by SAP to Licensee. 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. The terms of this Schedule may be updated by SAP from time to time.

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

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 Licensee for processing real data in live operation mode and for running Licensee's business in accordance with the Agreement.

1.2 "Licensee Solution" shall mean mission critical Enterprise Support Solutions administered by the Customer COE and any other software licensed by Licensee from third parties provided such third party software is operated in conjunction with Enterprise Support Solutions.

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

1.4 "SAP Software Solution(s)" shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee's business.

1.5 "Service Session" shall mean a sequence of support activities and tasks carried out remotely to collect further information on an incident by interview or by analysis in a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.

1.6 "Top-Issue" shall mean issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on Licensee's core Production System.

2. Scope of Enterprise Support. Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, Enterprise Support services. Enterprise Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Enterprise Support Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections or changes to existing functionality. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- Technology updates to support third-party operating systems and databases.
- Available ABAP source code for Software applications and additionally released and supported function modules.
- Software change management processes and tools.

Global Support Backbone

- Service Marketplace - SAP's knowledge database and extranet for knowledge transfer on which SAP makes available content and services to licensees and partners of SAP.
- Notes on the Service Marketplace document software errors and contain information on how to remedy, avoid and bypass errors. Notes may contain coding corrections that Licensee can implement into their Business Objects system. Notes also documents related issues, customer questions, and recommended solutions (e.g. customizing settings).
- Tools to install specific corrections and improvements to SAP components.
- **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 3.1.1).
- Global 24x7 root cause analysis and escalation procedures.
- Support Advisory Center – as described in Section 2.2
- Continuous Quality Checks – as described in Section 2.3

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to help optimize available resources.
- Collector components for systems to report on the status of the Enterprise Support Solutions.
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, Best Practices, an Implementation Guide (IMG), Business Configuration (BC) Sets and Customizing Monitoring.
- Access to the Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in customer and partner community (via Service Marketplace), which provides data about best business practices, service offerings, etc.

2.1. Global Message Handling and Service Level Agreement (SLA). When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid and bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. When Licensee creates an error message, the system automatically collects the most important system data (transaction code, program ID, Support Package level, message number, etc). All persons involved in the message solving process can access the status of the message at any time.

In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that License provide remote access as specified in Section 3.2(iii). Enterprise Support is provided exclusively to Licensee's Customer COE.

The following Service Level Agreements ("SLA" or "SLAs") shall apply to all Licensee support messages that SAP accepts as being Priority 1 or 2 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the Effective Date of this Schedule and the completion of Licensee's implementation of the mandatory recommendations resulting from the Initial Assessment specified in Section 2.2 below. As used herein, "Calendar Quarter" is the three month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year.

2.1.1 SLA for Initial Response Times:

a. Priority 1 Support Messages ("Very High"). SAP shall respond to Priority 1 support messages within one (1) hour of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 support messages. A message is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the Production System, or Top-Issues.

b. Priority 2 Support Messages ("High"). SAP shall respond to Priority 2 support messages within four (4) hours of SAP's receipt (during SAP's normal business hours in the region Licensee is located) of such Priority 2 support messages. A message is assigned Priority 2 if normal business transactions are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system that are required to perform such transactions and/or tasks.

2.1.2 SLA for Corrective Action Response Time for Priority 1 Support Messages: SAP shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 1 support message within four (4) hours of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 support message ("SLA for Corrective Action"). In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Licensee actions to support the resolution process; (iv) to the extent possible, due dates for SAP's actions; and (v) date and time for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The SLA for Corrective Action only refers to that part of the processing time when the message is being processed by SAP ("Processing Time"). Processing Time does not include the time when the message is on status "Partner Action", "Customer Action" or "Proposed Solution", whereas (a) the status Partner Action means the support message was handed over to a technology or software partner of SAP or a third party vendor of SAP for further processing; (b) the status Customer Action means the support message was handed over to Licensee; and (c) the status 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 "Proposed Solution"), a workaround or an action plan; or if Licensee 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 Licensee in English in accordance with SAP's then current support message processing log-in procedure which contain the relevant details necessary (as specified in Note 16018 or any future Note which replaces Note 16018) for SAP to take action on the reported error; (iii) support messages are related to a product release of Enterprise Support Solutions which falls into Mainstream Maintenance or Extended Maintenance. For Priority 1 support messages, the following prerequisites must be fulfilled by Licensee: (a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue; (b) Licensee makes available for communications with SAP, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 message consistent with Licensee's obligations hereunder; and (c) a Licensee contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

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

2.1.4 Service Level Credit.

2.1.4.1 SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Licensee submits less than twenty (20) messages (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the Enterprise Support term, Licensee agrees that SAP shall be deemed to have met the its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA time-frame in more than one support message during the applicable Calendar Quarter.

2.1.4.2. Subject to Section 2.1.4.1 above, in the event that the timeframes for the SLA's are not met (each a "Failure"), the following rules and procedures shall apply: (i) Licensee shall inform SAP in writing of any alleged Failure; (ii) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Licensee's claim; (iii) Licensee shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the SLAs; (iv) subject to this Section 2.1.4, if based on the report, a SAP Failure is proved, SAP shall apply a Service Level Credit ("SLC") to Licensee's next Enterprise Support Fee invoice equal to one quarter percent (0.25%) of Licensee's Enterprise Support Fee for the applicable Calendar Quarter for each Failure reported and proved, subject to a maximum SLC cap per Calendar Quarter of five percent (5%) of Licensee's Enterprise Support Fee for such Calendar Quarter. Licensee bears the responsibility of notifying SAP of any SLCs within thirty (30) days after the end of a Calendar Quarter in which a Failure occurs. No penalties will be paid unless notice of Licensee's claim for SLC(s) is received by SAP in writing. The SLC stated in this Section 2.1.4 is Licensee's sole and exclusive remedy with respect to any alleged or actual Failure.

2.2 Support Advisory Center. For Priority 1 and Top-Issues directly related to the Enterprise Support Solutions, SAP shall make available a global unit within SAP's support organization for mission critical support related requests (the "Support Advisory Center"). The Support Advisory Center will perform the following mission critical support tasks: (i) remote support for Top-Issues – the Support Advisory Center will act as an additional escalation level, enabling 24X7 root cause analysis for problem identification; (ii) Continuous Quality Check service delivery planning in collaboration with Licensee's IT, including scheduling and delivery coordination; (iii) remote certification of the Customer Center of Expertise if requested by Licensee; and (iv) 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 Service Level Agreement and Continuous Quality Check delivery through Solution Manager Enterprise Edition, Licensee's Contact Person and SAP shall jointly perform one mandatory setup service ("Initial Assessment") for the Enterprise Support Solutions. The Initial Assessment shall be based upon SAP standards and documentation.

The designated Support Advisory Center will be English speaking and available to Licensee's Contact Person (as defined below) or its authorized representative twenty-four hours a day, seven days a week for mission critical support related requests. The available local or global dial-in numbers are shown in SAP Note 560499. For eight hours per day (9AM to 5PM local time of the SAP office where the Support Advisory Center is located) five days a week (Monday through Friday, excluding public holidays) communication with the support advisory with the Support Advisory Center is also possible via customer message using component SV-ES-SAC for Enterprise Support related mission critical service related requests.

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 regarding the Enterprise Support Solutions.

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

The CQC 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 monitoring components or in those cases where Licensee and the Advisory Center mutually agree that such a service is needed to handle a Top-Issue. Details, such as the exact priorities of a CQC, shall be mutually agreed upon between the parties. At the end of a CQC, SAP will provide Licensee with an action plan and/or written recommendations. Licensee acknowledges that all or part of the CQC sessions may be delivered by SAP and/or a certified SAP partner acting as SAP's subcontractor and based on SAP's CQC standards and methodologies. Licensee agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of CQC's hereunder.

In the event the Effective Date of this Schedule is after September 30th of the year in which the Effective Date occurs, Licensee shall not be entitled to receive the above mentioned CQC services for the remainder of such calendar year.

Licensee acknowledges that SAP limits CQC re-scheduling to a maximum of three times per year. Re-scheduling must take place at least 5 to 20 working days before the planned delivery date. If Licensee fails to follow these guidelines, SAP is not obliged to deliver the yearly CQC to the Licensee.

2.4 Solution Manager Enterprise Edition. Solution Manager Enterprise Edition includes Solution Manager Standard Edition plus additional functionalities ("ES Components"). ES Components are activated separately and cannot function without Solution Manager Standard Edition.

Solution Manager shall be subject to the Agreement and is for the following purposes only: (i) delivery of Enterprise Support and support services for Licensee Solution including delivery and installation of software and technology maintenance for Enterprise Support Solutions; (ii) the operation of a service desk for Enterprise Support Solutions and remote diagnostic tools for Licensee Solutions; (iii) application management for Licensee Solutions including implementation, testing, change request management, operations and continuous improvement for Enterprise Support Solutions; and; (iv) administration, monitoring and reporting for Licensee Solution. The use for the Solution Manager Enterprise Edition is limited to the Licensee Solutions only.

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 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 Solution Manager Enterprise Edition.

3. Licensee's Responsibilities.

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

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

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

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

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

(iv) Where required, establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4 below within twelve months of the Effective Date of this Schedule.

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

(vi) Activate all monitoring components for the Production Systems as they are made available and recommended by SAP and transmit data to Licensee's productive Solution Manager system. See SAP Note 207223 for information on setting up this service.

(vii) Establish a connection between Licensee's Solution Manager Software installation and SAP and a connection between the Licensee Solutions and Licensee's Solution Manager Software installation. Licensee shall maintain the solution landscape in Licensee's Solution Manager Software system for all Production Systems and systems connected to the Production Systems. Licensee shall maintain the Software Solutions and core business processes in Licensee's Solution Manager Software system at least for the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's Solution Manager Software system.

(viii) To fully enable and activate the Solution Manager Enterprise Edition specific enhancements to Solution Manager, Licensee shall adhere to the applicable documentation.

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

4. Customer Center of Expertise. In order to receive Enterprise Support hereunder, Licensee shall establish a Customer Center of Expertise ("Customer COE"). The Customer COE is an organizational unit within Licensee's organization covering all Licensee core business process operations that acts as Licensee's central point of contact with SAP's support organization. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

A Customer COE must support each installation covered by the Agreement. If Enterprise Support Solutions are installed in more than one of three regions (EMEA, Americas, Asia/Pacific) a Customer COE may be set-up in each region.

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be jointly reviewed in the framework of the service planning process and the certification audit.

- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from the Licensee. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Software and to ensure that planned modifications are in alignment with the SAP software and release strategy. The Customer COE shall also coordinate Licensee's Modification notification and disclosure requirements.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Software and the Customer COE within the Licensee's organization.
- Service Planning: Licensee shall regularly engage in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

All Named Users may have access to SAP's support portal however, only Licensee Customer COE employees are authorized to contact SAP after attempting to resolve the matter. In the event Licensee does not establish and maintain a certified Customer COE(s) in accordance with the above (including any required recertification), SAP shall be entitled to increase Licensee's then current maintenance percentage factor then in effect. Licensee is required to certify their Customer COE through an audit, conducted by SAP, verifying Licensee's compliance with the obligations described in this Section 4. Detailed information on the initial certification and re-certification process and conditions are available in SAP CCCNet in the SAP Service Marketplace.

5. **Enterprise Support Fees.** Enterprise Support Fees shall be paid annually in advance and shall be specified in Appendices or Order Schedules to the Agreement. Enterprise Support offered by SAP may be changed annually by SAP at any time upon three months prior written notice. After the initial term, the Enterprise Support Fees and any limitations on increases are subject to Licensee's compliance with the Customer COE requirements specified above.

6. **Termination.** After the initial term, Enterprise Support may be terminated by either party with 90 days written notice prior to the start of the following renewal period. Any termination will be effective at the end of the then-current Enterprise Support period during which the termination notice is received by SAP. Notwithstanding the forgoing, SAP may terminate Enterprise Support after thirty days written notice of Licensee's failure to pay Enterprise Support Fees.

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

8. **Reinstatement.** In the event Licensee elects not to commence Enterprise Support upon the first day of the month following initial delivery of the Software, or Enterprise Support is otherwise terminated pursuant to Section 6 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, Licensee shall pay the then-current Support Fees for the reinstated period and SAP reserves the right to invoice Licensee the accrued Enterprise Support Fees associated with such time period and a reinstatement fee of 10% based on the fee applicable for the reinstated period.

9. **Other Terms and Conditions.**

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

9.2 As a condition of receiving Enterprise Support hereunder, Licensee shall not reallocate users and/or Software to the Enterprise Support Solutions from other Software Solutions that are not covered under Enterprise Support, without the express consent of SAP.

9.3 FAILURE TO UTILIZE 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.

9.4 In the event SAP licenses third party software to Licensee under the Agreement, SAP shall provide Enterprise Support on such third party products to the degree the applicable third party makes such Enterprise Support available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive Enterprise Support.

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

10. **Other Terms SAP BusinessObjects Software.**

10.1 Nothing in this Schedule shall be construed to mean that the Software licensed to Licensee may be used outside of the territory mutually agreed upon by the parties in the applicable Agreement or Order Schedules (the "Territory"). Except as otherwise agreed in writing by the parties, Enterprise Support shall only be provided for the Software used in the Territory. .

10.2 To receive Enterprise Support Services, Licensee must be current (paid in full) on all Support Services fees. If Licensee purchases Enterprise Support services for Software, then Licensee shall purchase Enterprise Services for all licenses of such Software. Enterprise Support shall only be provided on a twelve (12) month basis, and shall be automatically renewed annually at the end of each twelve (12) month period unless Licensee or SAP gives written notice at least ninety (90) days prior to the end of the initial or any subsequent twelve (12) month term of its intention to terminate the service. Annual Enterprise Support Fees at the time of automatic renewal shall be invoiced to Licensee for the subsequent twelve (12) month term at the then current maintenance rate. Licensee's purchase order to SAP or payment of the amounts set forth in SAP's applicable proforma invoice are received prior to end of the expiring Enterprise Support term. Enterprise Support Fees for Software licenses purchased by Licensee shall be incremental to the support fees payable for Software licenses already covered by a SAP support services agreement.

10.3 No Software source code will be provided to Licensee. SAP is not obligated to provide Enterprise Support for third party software.

10.4 Section 10 applies only to Business Objects Software. In the event of conflict between Section 10 and any other term of this Agreement, the terms of Section 10 shall supersede the conflicting term.

10.5 If Licensee or SAP determine that Licensee's installation of the Software is part of a mission critical Production System, then the CQC and Customer COE requirements set forth in this Schedule apply. Otherwise, where there is not a mission-critical deployment, the CQC and Customer COE requirements of this Schedule do not apply. SAP EarlyWatch and Solution Manager solutions may be provided at SAP's sole discretion.