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).

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.

ESCALATION PROCEDURES

First Level Support Duties for OEM

This Support Level covers the reception of all support messages from the End User and includes the following tasks:

- Accepting the support messages
- Completing the problem description. Get missing data and information from End User, if necessary. This means in detail:
  - Meaningful support message header.
  - Technical information on the support message context (e.g. log files).
  - 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.).
  - Comprehensive description of the problem, including all steps that lead to it, full syntax of the error message,
  - Surrounding factors (recent upgrades or other).
- Checking priority of support messages.
- Assigning support message record to a specific "product component" (queue) in Licensor's support system.
- Searching for available Technical Notes and assign them to the support message.
- Searching for previous customer support message that reported a similar/identical issue or other sources of information (e. g., SAP Forums, documentation, etc.).

- Ensuring that End User's activities are described sufficiently (for example, steps taken, SAP Notes applied and tested).
- Splitting up support message that describe more than one problem into the appropriate number of Incidents.
- Summarizing status when forwarding to the next support level.
- Adding any attachments that could help to process the support message.

Second Level Support Duties for OEM

This Support Level is subsequent to Support Level 1 and includes the following tasks:

- Searching for errors using the data provided by End User.
- Checking the Customizing settings.
- Looking for the fault using:
  - Short dumps
  - Core dumps
  - Debugging
  - Trace analyses
- Analyzing the Incident's specific technical data and document the progress in the Incident.
- Discussing the problem with End User. If necessary, remote connection to End User's system.
- Reproducing and isolating the problem.
- Deciding if the problem is due to a defective or a non-defective cause.
  - Propose appropriate system configuration or workaround if the cause for the problem is non-defective.
  - Forward support message to Support Level 3 if the cause for the problem is a Software impairment or fault and if no note is available to solve the problem.
- Continually documenting the solution approach.
- Testing the solution
  - The solution must first be checked and tested in a test system.
  - Backing up all relevant data before the solution is installed.
  - Working with End User to check and test the solution in the production system.
- Communicating the solution to End User
  - If necessary, the solution must be provided to End User by telephone.
- If, after investigation, OEM raises a support message to Licensor Support, OEM shall translate all information into English.
- If a support message is raised with Licensor Support, OEM must find the support messages that are not related to the product and forward them to the responsible contact of the respective party (for example issues with the Software licensing).
- Summarizing status of the problem before raising the support message to Support Level 3.

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

- Receiving support message from OEM via SAP Global Support Backbone.
- Analyzing in detail all recorded traces and error messages forwarded by End Users.
- Creating or modifying existing SAP Notes regarding:
  - The identified cause of the defect.
  - The process of the Incident Remedy with all requested information and material (e.g. bug fixes, patches, description of workarounds) to update Licensor's support system.
- Specifying expected duration to fix defects by patches, bug fixes or support packages.
- Recommending workarounds.
- In the event Licensor licenses third party software to OEM under the Agreement, Licensor shall provide support on such third party products to the degree the applicable third party vendor makes such support

available to Licensor. OEM may be required to upgrade to more recent versions of its operating systems and databases to receive certain support services.

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.

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.

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 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.