SAP STANDARD SUPPORT SCHEDULE ("Schedule")

In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the Agreement, including any appendices, exhibits, order forms or other documents attached to or incorporated by reference to the Agreement, the provisions of this Schedule shall prevail and govern.

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

1. Definitions

1.1 "Production System" shall mean a live SAP system used for running Licensee's internal business operations and where Licensee's data is recorded.

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

2. Scope of SAP Standard Support

Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory **[**, SAP Standard Support services. SAP Standard Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Standard Support Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.
- Technology updates to support third-party operating systems and databases.
- Available ABAP source code for SAP Software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Standard Support Solutions upgrades, is supported for example with content and information material, tools for client copy and entity copy, and tools for comparing customization.

Message Handling

- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that licensees can implement into their SAP system. SAP Notes also document related issues, licensee questions, and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- Global message handling by SAP for problems related to Standard Support Solutions. When Licensee reports malfunctions, SAP 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 SAP. Licensee may send an error message at any time. All persons involved in the message solving process can access the status of the message at any time. In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provides remote access as specified in Section 3.2(iii). SAP 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) Licensee must have a suitably skilled English-speaking employee at hand so that Licensee and SAP can communicate if SAP assigns the problem message to an overseas SAP support center. If either or both of these conditions are not fulfilled, SAP may not be able to start message handling or to continue message handling until these conditions are fulfilled.
- Global 24x7 escalation procedures.

Remote Services

- SAP Standard Support currently includes a choice of one of the following remote services per live installation per calendar year:
  - One GoingLive Check e.g. in case the customer decides to implement new SAP Software and use it productively;
  - One GoingLive Upgrade Check for an upgrade to a higher release; or
  - One GoingLive OS/DB Migration Check. This OS/DB Migration Check assists the Licensee in preparing for a migration of an operating system or database. Migration is the responsibility of the Licensee.
- In case of vital alerts reported by SAP EarlyWatch® Alert, up to two (2) SAP EarlyWatch® Checks may be performed per calendar year for a Production System if required.
- A service can consist of one or more Service Sessions.

- In order to meet the requested delivery date for a remote service, the remote service has to be ordered at least two months in advance of the desired remote service delivery date. The right to remote services only exists for a specific installation and is not transferable to other installations.
- Further information and detail about individual remote services can be found in SAP Service Marketplace at http://service.sap.com/standardsupport.

SAP Solution Manager Enterprise Edition under Standard Support

- SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the Agreement and is for the following purposes only under SAP Standard Support: (i) delivery of SAP Standard Support, including delivery and installation, upgrade and maintenance of Standard Support Solutions and (ii) re-active support upon request from Licensee, including without limitation application of break fixes (e.g. patches, notes, etc.) and root cause analysis for Standard Support Solutions (iii) management of Standard Support Solutions using only those scenarios which are part of the functional baseline as defined on the SAP Service Marketplace http://service.sap.com/solutionmanager
- 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 SAP Standard Support.
- SAP Solution Manager Enterprise Edition shall only be used for SAP Standard Support during the term of this Schedule and by the 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 SAP Standard Support 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. SAP Solution Manager must explicitly not be used for 3rd party applications not licensed via SAP or any other components or IT assets operated in conjunction with SAP software.
- In the event Licensee terminates SAP Standard Support and receives SAP Enterprise Support in accordance with Section 6, Licensee's use of SAP Solution Manager Enterprise Edition shall be governed by the terms and conditions of the SAP Enterprise Support Schedule.

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Standard Support Solutions (e.g., SAP EarlyWatch Alert).
- Administrative integration of distributed systems through SAP Solution Manager Enterprise Edition for the purposes of SAP EarlyWatch Alert
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, an Implementation Guide (IMG) and Business Configuration (BC) Sets.
- Access to guidelines via the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.

3. Licensee's Responsibilities

3.1 SAP Standard Support Program Management

In order to receive SAP Standard Support hereunder, Licensee shall designate a qualified English speaking contact within its SAP Customer Center of Expertise ("Customer COE") (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

Licensee must further satisfy the following requirements:

(i) Continue to pay all Standard Support Fees in accordance with the Agreement and this Schedule.

(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 remote analysis of issues 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) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4.

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

(vi) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.
(vii) Establish a connection between Licensee's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Standard Support Solutions and Licensee's SAP Solution Manager Enterprise Edition installation.
(viii) Licensee shall maintain the solution landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system at least for the Production Systems and systems connected to the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.
(ix) To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.
(x) Licensee agrees to maintain adequate and current records of all modifications and, if needed, promptly provide such records to SAP.
(xi) Submit all error messages via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.
(xii) Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the Standard Support Solutions.

4. Customer Center of Expertise

4.1 Role of the Customer COE

The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP 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.

4.2 Basic Functions of the Customer COE

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 reviewed in the framework of 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 Licensee and/or affiliates provided such affiliates are entitled to use the Standard Support Solutions under the Agreement. 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 Standard Support Solutions 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 Standard Support Solutions and the Customer COE within Licensee's organization.
- Remote Service Planning: coordination of remote service delivery with SAP

4.3 Customer COE Certification

If Licensee does not already have a certified Customer COE upon the Effective Date, Licensee must establish a certified Customer COE upon the later to occur of the following: (i) within twelve (12) months after the Effective Date, or (ii) within six (6) months after Licensee has started using at least one of the Standard Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels is available in SAP Service Marketplace at http://service.sap.com/coe.

5. Fees for SAP Standard Support

SAP Standard Support Fees shall be paid quarterly in advance and shall be specified in Appendices or order documents to the Agreement. After the Initial Term (as defined in appendices or order documents to the Agreement),any limitations on increases to the SAP Standard Support Fees are subject to Licensee's compliance with the Customer COE requirements specified above.

6. Termination

6.1 SAP Standard Support may be terminated by either party with 3 months written notice (i) prior to the end of the Initial Term and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with the above will be effective at the end of the then-current SAP Standard Support period during which the termination notice is received by the respective party. Notwithstanding the forgoing, SAP may terminate SAP Standard Support after one month written notice of Licensee's failure to pay Standard Support Fees.

6.2 Notwithstanding Licensee's rights under Section 6.1, and provided Licensee is not in default of any obligations under the Agreement, Licensee may select SAP Enterprise Support with 3 months notice to SAP either (i) with respect to all orders for support that are solely on a calendar year renewal basis, prior to the beginning of any calendar month; or (ii) with respect to all orders for support that are not solely on a calendar year renewal basis, prior to any monthly anniversary of the renewal date of such order. Such selection shall be stated by Licensee in the notice letter, and shall terminate SAP Standard Support effective with the commencement of SAP Enterprise Support. Any such selection shall apply to all Standard Support Solutions, and shall be on SAP's then-current terms and conditions for SAP Enterprise Support, including without limitation pricing. SAP and Licensee shall execute an amendment or other document to the Agreement memorializing Licensee's selection and SAP's then-current terms and conditions.

6.3 For the avoidance of any doubt, termination of SAP Standard Support or selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions under the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of SAP Standard Support or partial selection of SAP Standard Support by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents or this Schedule.

7. Verification

To check the compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) the correctness of the information provided by Licensee and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in this Schedule.

8. Reinstatement

In the event Licensee elects not to commence SAP Standard Support upon the first day of the month following initial delivery of the Standard Support Solutions, or SAP Standard Support is otherwise terminated pursuant to Section 6.1 above without exercising rights under Section 6.2 or declined by Licensee for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued SAP Standard Support Fees associated with such time period plus a reinstatement fee.

9. Other Terms and Conditions

9.1 The scope of SAP Standard Support offered by SAP may be changed annually by SAP at any time upon three months prior written notice.

9.2 Licensee hereby confirms that Licensee has obtained all licenses for the Standard Support Solutions.

9.3 In the event that Licensee is entitled to receive one or more remote services per calendar year, (i) Licensee shall not be entitled to receive such remote services in the first calendar year if the Effective Date of this Schedule is after September 30 and (ii) Licensee shall not be entitled to transfer a remote service to the next year if Licensee has not utilized such remote service.

9.4 FAILURE TO UTILIZE SAP STANDARD 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 FOR WHICH SAP CANNOT BE HELD RESPONSIBLE.

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

9.6 SAP Standard Support is provided according to the current maintenance phases of SAP software releases as stated in http://service.sap.com/releasestrategy.