

SECURE ENTERPRISE SUPPORT ADDENDUM (“Addendum”)

SECURE ENTERPRISE SUPPORT

SAP NS2 provides through its employees and third party contractors the Secure Enterprise Support services described in this Addendum to licensees of the SAP Software; and

WHEREAS the parties agree that the terms and conditions of the Agreement specified above shall apply to this Addendum. All terms set forth in the Agreement and referred to herein shall have the same meaning as set forth in the Agreement unless otherwise specifically modified by this Addendum.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows.

This Addendum governs the provision of support services by SAP as further defined herein (“SAP Enterprise Support”), and the provision of secure support services by SAP NS2 as further defined herein (“Secure Support”), together “Secure 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 exclusively.

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 Enterprise Support Solutions 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 SAP system used for running Licensee’s internal business operations and where Licensee’s data is recorded.
- 1.4 “SAP Enterprise Support” shall mean the global support program delivered commercially by SAP as further defined herein.
- 1.5 “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.
- 1.6 “Secure Enterprise Support” shall mean the support program delivered under this Addendum comprising SAP Enterprise Support and Secure Support as further defined herein.
- 1.7 “Secure Support” shall mean the secure support delivered commercially by SAP NS2 as further defined herein, delivered in conjunction with SAP Enterprise Support.
- 1.8 “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.
- 1.9 “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:

SAP ENTERPRISE SUPPORT. Licensee may request and SAP shall provide through this Addendum, to such degree as SAP makes such services generally available in the Territory, SAP Enterprise Support services. SAP Enterprise Support is delivered by SAP globally and 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. 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 Enterprise Support Solutions upgrades, is supported for example with content and information material, tools for client copy and entity copy, and tools for comparing customization.
- SAP provides Licensee with up to five days remote support services per calendar year from SAP solution architects
 - to assist Licensee in evaluating the innovation capabilities of the latest SAP enhancement package and how it may be deployed for Licensee’s business process requirements.
 - to give Licensee guidance in form of knowledge transfer sessions, weighted one day, for defined SAP software/applications or Global Support Backbone components. Currently, content and session schedules are stated at <http://support.sap.com/enterprisesupport>. Scheduling, availability and delivery methodology is at SAP’s discretion.
- SAP gives Licensee access to guided self services as part of SAP Solution Manager Enterprise Edition, helping the Licensee to optimize technical solution management of selected Enterprise Support Solutions.
- Configuration guidelines and content for Enterprise Support Solutions are usually shipped via SAP Solution Manager Enterprise Edition. Best practices for SAP System Administration and SAP Solution Operations for SAP Software.
- SAP configuration and operation content is supported as integral parts of Enterprise Support Solutions.
- Content, tools and process descriptions for SAP Application Lifecycle Management are part of the SAP Solution Manager Enterprise Edition, the Enterprise Support Solutions and/or the applicable Documentation for the Enterprise Support Solutions.

Advanced Support for Enhancement Packages and other SAP Software Updates

SAP offers special remote checks delivered by SAP solution experts to analyze planned or existing modifications and identify possible conflicts between Licensee custom code and enhancement packages and other Enterprise Support Solutions updates. Each check is conducted for one specific

modification in one of Licensee's core business process steps. Licensee is entitled to receive two services from one of the following categories per calendar year per SAP Software Solution.

- **Modification Justification:** Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies standard functionality of Enterprise Support Solutions which may fulfill the Licensee's requirements (for details see <https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html>).
- **Custom Code Maintainability:** Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies which user exits and services may be available to separate custom code from SAP code (for details see <https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html>).

Global Support Backbone

- SAP Service Marketplace - SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to licensees and partners of SAP only.
- 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.
- **SAP 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, including Service Level Agreements for Initial Reaction Time and Corrective Action (for more information refer to Section 2.1.1).
- SAP Support Advisory Center – as described in Section 2.2.
- Continuous Quality Checks – as described in Section 2.3.
- Global 24x7 root cause analysis and escalation procedures in accordance with section 2.1 below.
- **Root Cause Analysis for Custom Code:** For Licensee custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis, according to the Global Message Handling process and Service Level Agreements stated in Sections 2.1.1, 2.1.2 and 2.1.3, applicable for priority "very high" and priority "high" messages. If the Licensee custom code is documented according to SAP's then-current standards (for details see <http://support.sap.com/>), SAP may provide guidance to assist Licensee in issue resolution

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Enterprise Support Solutions (e.g. SAP EarlyWatch Alert).
- Pre-configured test templates and test cases are usually delivered via the SAP Solution Manager Enterprise Edition. In addition the SAP Solution Manager Enterprise Edition assists Licensee's testing activities with functionalities that currently include:
 - Test administration for Enterprise Support Solutions by using the functionality provided as part of the SAP Solution Manager Enterprise Edition
 - Quality Management for management of "Quality-Gates"
 - SAP-provided tools for automatic testing
 - SAP-provided tools to assist with optimizing regression test scope. Such tools support identifying the business processes that are affected by a planned SAP Software Solutions change and make recommendations for the test scope as well as generating test plans (for details see <http://support.sap.com/>).
- 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.

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. All persons involved in the message solving process can access the status of the message at any time. For further details on definitions of message priorities see SAP Note 67739. In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provide remote access as specified in Section 3.2(iii).

The following Service Level Agreements ("SLA" or "SLAs") shall apply to all Licensee support messages that SAP accepts as being Priority 1 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the Effective Date of this Addendum. 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: 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.

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, planned dates for SAP's actions; and (v) date and time for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The SLA for Corrective Action only refers to that part of the processing time when the message is being processed at SAP ("Processing Time"). Processing Time does not include the time when the message is on status "Customer Action" or "SAP Proposed Solution", whereas (a) the status Customer Action means the support message was handed over to Licensee; and (b) the status SAP Proposed Solution means

SAP has provided a Corrective Action as outlined herein. The SLA for Corrective Action shall be deemed met if within four (4) hours of processing time: SAP proposes a solution, 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) in all cases except for Root Cause Analysis for Custom Code under Section 2, 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 via the SAP Solution Manager Enterprise Edition in accordance with SAP’s then current support message processing log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported error; (iii) support messages are related to a product release of Enterprise Support Solutions which falls into Mainstream Maintenance or Extended Maintenance.

For Priority 1 support messages, the following additional 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 SAP Enterprise Support in particular 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) except for custom code built with the SAP development workbench; (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 affiliate of SAP; (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; and (iv) support messages referred for handling under Secure Support.

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 SLAs 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, an SAP Failure is proved, SAP shall apply a Service Level Credit (“SLC”) to Licensee’s next SAP Enterprise Support Fee invoice equal to one quarter percent (0.25%) of Licensee’s SAP 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 SAP Enterprise Support Fee for such Calendar Quarter. Licensee bears the responsibility of notifying SAP of any SLCs within one month after the end of a Calendar Quarter in which a Failure occurs. No penalties will be paid unless notice of Licensee’s well-founded claim for SLC(s) is received by SAP in writing. The SLC stated in this Section 2.1.4 is Licensee’s sole and exclusive remedy with respect to any alleged or actual Failure.

2.2 SAP 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) provides one SAP Enterprise Support report on request per calendar year; (iv) remote primary certification of the SAP Customer Center of Expertise if requested by Licensee; and (v) 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 Solutions.

As preparation for the Continuous Quality Check delivery through SAP 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 SAP 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.

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 or escalations regarding the Enterprise Support Solutions.

2.3 SAP Continuous Quality Check. In case of critical situations related to the SAP Software Solution (such as Go Live, upgrade, migration or Top Issues), SAP will provide at least one Continuous Quality Check (the “Continuous Quality Check” or “CQC”) per calendar 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 are reported by SAP EarlyWatch Alert or in those cases where Licensee and the SAP Advisory Center mutually agree that such a service is needed to handle a Top-Issue. Details, such as the exact type and priorities of a CQC and the tasks of SAP and cooperation duties of Licensee, 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.

Licensee acknowledges that SAP limits CQC re-scheduling to a maximum of three times per year. Re-scheduling must take place at least 5 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 SAP Solution Manager Enterprise Edition under SAP Enterprise Support.

2.4.1 SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the Agreement and is solely for the following purposes under SAP Enterprise Support: (i) delivery of SAP Enterprise Support and support services for Licensee Solutions including delivery and installation of software and technology maintenance for Enterprise Support Solutions; and (ii) application lifecycle management for Licensee Solutions and for any other software components and IT assets licensed or otherwise obtained by Licensee from third parties provided such third party software, software components and IT assets are operated in conjunction with Enterprise Support Solutions and are required to complete the Licensee's business processes as documented in the solution documentation in SAP Solution Manager Enterprise Edition ("Additional Supported Assets"). Such application lifecycle management is limited solely to the following purposes:

- implementation, configuration, testing, operations, continuous improvement and diagnostics
- incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager Enterprise Edition
- administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager Enterprise Edition. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by Licensee as part of the Enterprise Support Solutions.
- For application lifecycle management as outlined under section 2.4.1(ii) above, Licensee does not require a separate Package license to SAP CRM. Licensee must hold appropriate Named User licenses to Use SAP Solution Manager.

2.4.2 SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Licensee shall not use SAP Solution Manager Enterprise Edition for (i) CRM scenarios such as service plans, contracts, service confirmation management, except as CRM scenarios are expressly stated in Section 2.4.1; (ii) SAP NetWeaver usage types other than those stated above or (iii) application life-cycle management and in particular incident management (service desk) except for Licensee Solutions and Additional Supported Assets and (iv) non-IT shared services capabilities, including without limitation HR, Finance or Procurement.

2.4.3 SAP, in its sole discretion, may update from time to time on the SAP Service Marketplace under <http://support.sap.com/solutionmanager> the use cases for SAP Solution Manager Enterprise Edition under this Section 2.4.

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

2.4.5 Use of SAP Solution Manager Enterprise Edition may not be offered by Licensee as a service to third parties even if such third parties have licensed SAP Software and have licensed Named Users; provided, third parties authorized to access the SAP Software under the Agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Licensee's internal business operations under and in accordance with the terms of this Addendum.

2.5 SECURE SUPPORT. Licensee may request and SAP NS2 shall provide, to such degree as SAP NS2 makes such services generally available in the Territory, Secure Support services. Secure Support is delivered in the United States only and currently includes a secure remote connection, secure backoffice, secure support advisor, secure support setup, and certain secure continuous quality checks as specified herein.

2.5.1 Secure Remote Connection and Secure Backoffice. A US citizen-staffed secure backoffice located in a US facility shall be provided during the standard hours of 9:00AM to 6:00PM United States Eastern time, Monday through Friday, excluding holidays observed by SAP NS2 ("Standard Hours") for the following Licensee site(s).

[insert City, State]

Under SAP Enterprise Support, Licensee messages are initially received and addressed by SAP's global support organization. When connection is needed to the Licensee network in cases where login is required for problem resolution, Licensee requires that login can only be performed by US citizen resources over an approved communication channel that terminates in the continental US. Under Secure Support, SAP NS2 provides this secure channel and maintains a controlled area from which the secure connection will terminate in a NS2-provided, or if agreed a Licensee-provided, personal computer ("PC"). This PC shall contain and be prepared to run the agreed upon and Licensee-provided Client VPN software, which will enable the SAP NS2 secure connection to the Licensee solution infrastructure for the provision of Secure Support. Licensee shall provide all required customer-specific hardware/software, remote secure connections and access permissions to its production systems for delivery of the Secure Support service by SAP NS2.

The following operational process applies for SAP NS2 Backoffice message support:

1. Licensee is responsible for identification of issues, initial issue analysis performed by Licensee's support center, and opening of customer message tickets through SAP Service Marketplace or SAP Solution Manager under SAP Enterprise Support.
2. Under SAP Enterprise Support, SAP Global Support Centers provide the first level of SAP support to review, analyze and provide any known resolution to issues or provide global 24x7 root cause analysis and escalation procedures. SAP Global Development will be engaged as appropriate to determine a resolution or identify additional information needed from Licensee.
3. Under Secure Support, neither SAP Global Support Centers nor SAP Global Development is authorized to access Licensee's system directly and will be instructed in internal SAP procedures not to request such access. In the event access is required by SAP, the SAP NS2 Secure Backoffice will be engaged through internal SAP procedures to continue issue resolution as authorized by Licensee and facilitate communication between Licensee and SAP Global resources.

4. Under Secure Support, resolutions to issues will be documented and made available to Licensee in accordance with SAP's standard procedures.

2.5.2 Secure Support Advisor. SAP NS2 shall designate one (1) resource in the SAP NS2 organization to be Licensee's Secure Support contact person (the "Secure Support Advisor"). The Secure Support Advisor shall perform the following support tasks: (i) assist Licensee in planning, coordinating, scheduling and delivering (in cooperation with Licensee) the Secure Support Setup and Secure Continuous Quality Checks described below; (ii) advising Licensee on the implementation of recommended actions resulting from delivery of SAP NS2 Secure Support services; (iii) acting as an additional escalation contact for exception handling in the SAP Enterprise Support process; (v) providing guidance in cases in which Secure Continuous Quality Checks, an action plan, and/or written recommendations of SAP show a critical status (e.g. a red CQC report) of the Enterprise Support Solution, and (vi) providing access for remote certification of the SAP Customer Center of Expertise if requested by Licensee.

The Secure Support Advisor is available via telephone and email during the Standard Hours specified above. SAP NS2 shall make available a substitute Secure Support Advisor during any periods where the designated Support Advisor is unavailable. All Services of the designated SAP Support Advisor shall be coordinated with Licensee's designated Secure Support Program Manager, as described in Section 3.1 below.

2.5.3 Secure Support Setup. Licensee and SAP NS2 agree to jointly conduct an initial Secure Support Setup as part of Secure Support. The Secure Support Setup includes: (i) securing remote connectivity between Licensee and SAP NS2; (ii) reviewing best practices for collaboration with SAP NS2 and SAP Active Global Support; (iii) reviewing Licensee solution landscape; and (iv) review of Licensee project roadmap.

2.5.4 Secure Continuous Quality Checks. Certain Secure Continuous Quality Checks shall be delivered through the secure remote connection established under Secure Support. Licensee shall coordinate such Secure Continuous Quality Checks with the Secure Support Advisor. In case of critical situations related to the SAP Software Solution (such as, implementation, upgrade, migration or Top Issues), SAP NS2 will provide at least one Secure Continuous Quality Check (the "Secure Continuous Quality Check" or "Secure CQC") per year for each SAP Software Solution. The Secure CQC portfolio of services for licensees includes:

SAP GoingLive™ Check for an implementation project going productive.

SAP GoingLive™ Functional Upgrade Check for an upgrade to a higher release.

The CQC portfolio of services may be changed by SAP NS2 from time to time. The CQC may consist of one or more manual or automatic remote Service Sessions. SAP NS2 may deliver further Secure CQC's in cases where vital alerts reported by SAP EarlyWatch Alert or in those cases where Licensee and the Secure Support Advisor mutually agree that such a service is needed to handle a Top-Issue. Details, such as the exact priorities of a Secure CQC, shall be mutually agreed upon between the parties. At the end of a Secure CQC, SAP NS2 will provide Licensee with an action plan and/or written recommendations. Licensee agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of Secure CQC's hereunder.

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

Licensee understands and agrees that to the extent the SAP Software contains products and/or software components licensed or resold by SAP from a third party, the support of such third party is required to deliver a CQC.

Licensee acknowledges that SAP NS2 limits Secure CQC re-scheduling to a maximum of three times per year. Re-scheduling must take place at least 20 working days before the planned delivery date.

2.6 Licensee-Specific Security Requirements and Instructions. The parties acknowledge that neither the SAP Enterprise Support nor Secure Support described herein contemplates the processing or storage of Licensee data, Licensee Proprietary Information, or Licensee customer information by SAP and SAP NS2, and that Licensee provides access to such information or data, if at all, solely to the extent necessary for SAP and SAP NS2 to perform its obligations under this Addendum. Notwithstanding anything to the contrary herein, with respect to the SAP Enterprise Support and Secure Support delivered hereunder, Licensee may, in its sole discretion, and at any time, elect not to allow, or to otherwise limit: (a) remote access by SAP and SAP NS2, and/or (b) connectivity by and between Licensee and SAP and SAP NS2. Licensee acknowledges that Licensee's failure to establish remote access or connection as described in Section 3.2 below, or to limit such access, may lead to delays in message handling and the provision of corrections, or may render SAP and SAP NS2 unable to provide the full scope of SAP Enterprise Support and Secure Support. Licensee shall not be entitled to any refund or credit of Secure Enterprise Support Fees paid, and SAP and SAP NS2 shall not be held liable for any delay or inability to meet the support obligations set forth in this Addendum to the extent such delay or inability results from Licensee's limitation of access. Accordingly, this Section 2.6 describes the Licensee-specific security requirements that are mutually agreed to be applicable to this Addendum.

2.7 Security Requirements

SAP provides information regarding its commercial security practices related to the global delivery of SAP Enterprise Support, including the technical and organizational measures implemented by SAP designed to ensure the lawful processing of personal data in accordance with EU data protection laws and any audits and certifications. Upon Licensee's written request, SAP shall provide its information document, "Security and Data Protection@SAP," for Licensee's review and information purposes. SAP agrees to comply with the "Security and Data Protection@SAP" information document. SAP represents that, to the best of its knowledge, it engages in best practices with respect to the hiring of its employees, in compliance with applicable local law and regulations, including administering background checks in certain locations, including such background checks as are consistent with best practices of SAP in the relevant location and consistent with applicable law.

2.7.1. Security Requirements Applicable to Secure Support.

2.7.1.1 Clearances and Representations. SAP NS2 represents that: (i) it is a subsidiary company of SAP AG and operates under a Proxy Agreement administered by the US Defense Security Service to mitigate foreign ownership, control, and influence; (ii) it has successfully completed security inspection process requirements of, and currently holds a Top Secret facility security clearance granted by, the US Department of Defense (DoD); and (iii) the SAP NS2 employees assigned with responsibility for delivering Secure Support to Licensee hereunder have successfully completed the security clearance process requirements of, and currently hold Secret or Top Secret security clearances granted by, the DoD. During the term of this Addendum upon Licensee's written request the SAP NS2 Facility Security Officer (FSO) shall verify such clearance(s) in writing to Licensee and promptly notify Licensee of any downgrade in status.

2.7.1.2 System Access Instructions. SAP NS2 shall comply with Licensee's requirements stated below for access to Licensee's systems:

- a. Licensee prohibits remote access by, and disclosure of any data to SAP under SAP Enterprise Support
- b. SAP NS2 shall treat any Licensee data, user access, passwords or system information provided by Licensee to SAP NS2 as Proprietary Information under applicable provisions of the Agreement.
- c. Licensee shall control, and shall grant or limit secure remote access to SAP NS2 at its sole discretion, and SAP NS2 shall only access those systems that Licensee authorizes SAP NS2 to access.
- d. In the event Licensee discloses classified, controlled unclassified, or sensitive Licensee data to SAP NS2 as part of any authorized remote access, SAP NS2 shall disclose such data only in accordance with the instructions provided by Licensee pursuant to Section 3.2 (xv) below.
- e. If access is granted by Licensee pursuant to Section 2.7.1.2 (d) above, Licensee shall provide SAP NS2 personnel with any user authorizations and passwords to access its systems and may revoke or terminate such authorizations as Licensee deems appropriate from time to time. Licensee shall grant SAP NS2 access to Licensee systems or personal information only if such access is essential for the performance of the support hereunder, and SAP NS2 shall comply with Licensee's instructions for such access.
- f. If onsite support is provided, Licensee requires that personnel delivering support onsite at Licensee facilities be approved by Licensee and adhere to Licensee's reasonable requirements and rules for access, and for use of Licensee's electronic resources. Licensee has the right to request removal or replacement of personnel at its sole discretion. Licensee understands and agrees that schedules, resource availability, and costs are impacted by delays in processing approvals for such access.
- g. Export Controls for Data. Licensee may disclose to SAP NS2 as part of any authorized remote access, data which may be subject to export controls under 22 United States Code 2751 – 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations) or 50 United States Code 2401 – 2420 (Export Administration Act) and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Provided Licensee identifies the data as being subject to such controls, SAP NS2 shall comply with any and all Export Laws and Regulations and any license(s) issued thereunder in handling any such data.

3. Licensee's Responsibilities.

3.1 Licensee Program Management. In order to receive Secure Enterprise Support hereunder, Licensee shall designate a qualified English speaking Secure Enterprise Support Program Manager within its SAP Customer Center of Expertise 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. The Secure Enterprise Support Program Manager shall cooperate with the designated SAP NS2 Secure Support Advisor to administer the terms of this Addendum, and shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

Contact Person Name	Postal Address	Email Address	Desk Telephone Number	Mobile Telephone Number

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

- (i) Continue to pay all maintenance and support fees in accordance with the Agreement and this Addendum.
- (ii) Otherwise fulfill its obligations under the Agreement and this Addendum.
- (iii) For the SAP Enterprise Support global component of Secure Enterprise Support, provide and maintain remote access (subject to Section 2.7 above) via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for global problem analysis as part of global message handling. Such global 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. Licensee understands that message tickets opened by Licensee through SAP Service Marketplace or SAP Solution Manager are initially processed through SAP Global Support Centers worldwide before routing for secure handling by SAP NS2. It is Licensee's responsibility to ensure that no sensitive information is transmitted when opening message tickets. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- (iv) For the Secure Support component of Secure Enterprise Support, provide and maintain a secure remote connection (subject to Section 2.7 above) between the SAP NS2 secure facility and Licensee's production systems via a technical standard procedure acceptable to SAP NS2; provide all required Licensee-specific hardware/software, if any, agreed for use by SAP NS2, and grant SAP NS2 all necessary authorizations and permissions necessary for Secure Support delivery. Licensee acknowledges that SAP NS2 is not able to fulfill its Secure Support obligations during periods of time when Licensee denies SAP NS2 access to the Enterprise Support Solutions. In the event Licensee discloses Licensee data to SAP NS2 as part of authorized secure remote access, and such data is rated classified, controlled unclassified, or sensitive as defined by the US National Industrial Security Program (NISPO), or is subject to US export control laws including ITAR and EAR, Licensee shall identify and provide its instructions to SAP NS2 for the handling of such data, including its instructions for allowing access to such data by SAP.
- (v) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4 below.
- (vi) Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition system, with the latest patch levels for Basis, and the latest SAP Solution Manager Enterprise Edition support packages.
- (vii) 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.
- (viii) Perform the Initial Assessment as described in Section 2.2 and implement all recommendations of SAP classified as mandatory.
- (ix) Establish a global connection between Licensee's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Enterprise Support Solutions and Licensee's SAP Solution Manager Enterprise Edition installation. Licensee shall maintain the solution landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system for all 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.
- (x) To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.
- (xi) Licensee agrees to maintain adequate and current records of all Modifications and, if needed, promptly provide such records to SAP.
- (xii) 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.

- (xiii) 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.
- (xiv) Provide, configure and maintain any Licensee-provided hardware/software and any Licensee-provided authorizations/permissions for SAP NS2 personnel to provide Secure Support delivery without the need for SAP NS2 personnel to travel to Licensee or other non-SAP NS2 locations.
- (xv) Identify and mark any classified, controlled unclassified, or sensitive Licensee data that may be disclosed to SAP NS2 in connection with the delivery of Secure Support and identify the safeguards Licensee requires from SAP NS2 to protect such data and any procedures/limitations for allowing access to such data by SAP.
- (xvi) Licensee acknowledges that any additional background investigations or security clearances required by Licensee may limit the SAP NS2 staff available to provide the delivery of Secure Support.

4. Customer Center of Expertise.

4.1 Role of the Customer Center of Expertise. In order to leverage the full potential value delivered as part of SAP Enterprise Support, Licensee is required to establish a Customer Center of Expertise ("Customer Center of Expertise", or "Customer COE"). The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization. As a permanent center of expertise, the Customer COE supports Licensee's efficient implementation, innovation, operation and quality of business processes and systems related to the SAP Software Solution based on the Run SAP methodology provided by SAP. The Customer COE should cover all core business process operations. 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 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 and/or any of its affiliates provided such affiliates are entitled to use the Enterprise 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 Enterprise Support Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Enterprise Support Solutions and the Customer COE within the Licensee's organization.
- CQC and other remote services planning: Licensee regularly engages in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

4.3 Customer COE Certification. 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 Enterprise 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 on the SAP Service Marketplace (<http://support.sap.com/ccoe>).

5. Secure Enterprise Support Fees.

Secure Enterprise Support Service at the site(s) specified above shall commence as of the first day of the month following initial delivery of the Software under Appendices to the Agreement, and shall be paid annually in advance. After the Initial Term (as defined in the applicable Appendix, or order documents under the Agreement), and subject to the Agreement and this Secure Enterprise Support Addendum, Secure Enterprise Support Service shall renew at the beginning of each calendar year for the subsequent one year period.

The annual Secure Enterprise Support Fee for the Software licensed under Appendices to the Agreement is priced at the then current Secure Enterprise Support Factor in effect (currently 22%) multiplied by the total Net License Fee for the licensed Software as specified in Appendices to the Agreement. SAP NS2 agrees that the Secure Enterprise Support Factor shall remain at 22% until December 31, 2020. Thereafter, the Secure Enterprise Support Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee and SAP NS2 may increase Licensee's Secure Enterprise Support Fee hereunder from the prior year by the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the effective date of this Order Form or the date of Licensee's last Secure Enterprise Support Fee increase, whichever occurred later. CPI as used herein means "U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for a twelve (12) month period prior to such increase as published by the Bureau of Labor Statistics". Not raising fees in any given year or years is not a waiver of SAP NS2's right to do so.

Secure Enterprise Support Fees are invoiced on an annual basis effective January 1 of a calendar year and payable Net 30 days from date of invoice. Any Secure Enterprise Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect. Secure Enterprise Support offered by SAP NS2 may be changed annually by SAP NS2 at any time upon ninety (90) days prior written notice to Licensee. After the Initial Term, the Secure Enterprise Support Fees and any limitations on increases are subject to Licensee's compliance with the Customer COE requirements specified in Section 4 above.

Taxes. Fees and other charges described in this Addendum do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be provided to SAP NS2 prior to the execution of this Addendum. If SAP NS2 is required to pay Taxes as a result of SAP NS2's performance under this Addendum, Licensee shall reimburse SAP NS2 for any such Taxes. Licensee hereby agrees to indemnify SAP NS2 for any such Taxes and, to the extent assessed because of Licensee's failure to pay such Taxes within the time and manner specified by written notice, related costs, interest and penalties paid or payable by SAP NS2.

Invoicing. Licensee's designated invoice recipient for invoices under this Addendum is:

Insert complete name, address, phone/cell and e-mail for the designated POC.

- 6. Delivery.** Delivery of the Secure Enterprise Support hereunder will be made by making the support available for download or other electronic transmission to Licensee's location at: _____. Licensee agrees not to request any physical delivery of Secure Enterprise Support and should it errantly occur that any such delivery will be rejected by the Licensee. Licensee agrees that if Secure Enterprise Support becomes temporarily unavailable electronically, such support deliverable is extended until electronic delivery is available or until SAP NS2 and Licensee contractually agree on another form of delivery.
- 7. Termination.**
- 7.1** Secure Enterprise Support may be terminated by either party with three (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 above will be effective at the end of the then-current Secure Enterprise Support period during which the termination notice is received by the respective party. Notwithstanding the forgoing, SAP NS2 may terminate Secure Enterprise Support after one (1) month written notice of Licensee's failure to pay Secure Enterprise Support Fees.
- 7.2** For the avoidance of any doubt, termination of Secure Enterprise 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 Secure Enterprise Support or partial selection of Secure Enterprise Support by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents or this Addendum.
- 8. Verification.** To check the compliance with the terms of this Addendum, SAP NS2 shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (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.
- 9. Reinstatement.** In the event Licensee elects not to commence Secure Enterprise Support upon the first day of the month following initial delivery of the Software, or Secure Enterprise Support is otherwise terminated pursuant to Section 7 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, SAP NS2 will invoice Licensee the accrued Secure Enterprise Support Fees associated with such time period plus a reinstatement fee.
- 10. Other Terms and Conditions.**
- 10.1** The scope of Secure Enterprise support offered by SAP NS2 may be changed annually by SAP NS2 at any time upon three months prior written notice.
- 10.2** Licensee hereby confirms that Licensee has obtained all licenses for the Licensee Solutions.
- 10.3** In the event that Licensee is entitled to receive one or more services per calendar year, (i) Licensee shall not be entitled to receive such services in the first calendar year if the Effective Date of this Addendum is after September 30 and (ii) Licensee shall not be entitled to transfer a service to the next year if Licensee has not utilized such service.
- 10.4 FAILURE TO UTILIZE SECURE ENTERPRISE SUPPORT PROVIDED BY SAP NS2 MAY PREVENT SAP NS2 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 NS2 CANNOT BE HELD RESPONSIBLE.**
- 10.5** In the event SAP licenses third party software to Licensee under the Agreement, SAP NS2 shall provide Secure Enterprise Support on such third party software to the degree the applicable third party makes such support available to SAP NS2. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive Secure Enterprise Support for such third party software. If the respective vendor offers an extension of support for its product, SAP NS2 may offer such extension of support under a separate written agreement for an additional fee.
- 10.6** Secure Enterprise Support is provided according to the current maintenance phases of SAP Software releases as stated in <http://support.sap.com/releasestrategy>.
- 10.7** SAP NS2 shall provide Secure Enterprise Support to Licensee under the terms of the Agreement (as applicable to the provisioning of services), including, but not limited to, the sections addressing the following issues: limitation of liability, proprietary or confidential information and rights in intellectual property. However, the parties agree that, other than as to damages resulting from the unauthorized use or disclosure of proprietary information, the amount of damages hereunder shall be limited to the fees paid under this Addendum. Such terms shall prevail over any conflicting or inconsistent terms and conditions, and any additional terms shall be deemed void, that may appear on any purchase order or other document furnished by Licensee to SAP NS2.
- 10.8** Licensee is responsible for making the necessary internal arrangements for the carrying out of the services hereunder, and in the case of on-site services, if any, for providing an appropriate work environment such as office space, parking, network connectivity, and access to appropriate systems, personnel, printers, fax machines, photocopiers, projectors, and other important facilities. Licensee agrees that the services shall be subject to change if the necessary resources are not provided.
- 10.9** Those provisions of the Agreement addressing limitation of liability, proprietary or confidential information and rights in intellectual property shall survive any termination of this Addendum, as to the services provided hereunder.
- 10.10** SAP NS2 shall have the sole and exclusive right, title and ownership to any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of the Secure Enterprise Support services, whether or not developed for Licensee.
- 10.11** SAP NS2 warrants that Secure Enterprise Support services shall be performed consistent with generally accepted industry standards. SAP NS2 MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS ADDENDUM AND THE SERVICES PROVIDED HEREUNDER. For any breach of this warranty, Licensee's sole and exclusive remedy shall be reperformance of the unsatisfactory services.
- 10.12** This Addendum constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments, or supplements to this Addendum shall be effective for any purpose unless in writing and signed by the parties. Any purchase order or other funding document issued by Licensee is for Licensee's administrative convenience only, and in the event of any conflict between the provisions of this Addendum and any purchase order, the provisions of this Addendum shall prevail and govern and any additional terms in the purchase order or other document shall be inapplicable.