

AN ORDINANCE

2012-10-04-0783

**AUTHORIZING THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT UP TO \$686,500.00 WITH SAP PUBLIC SERVICES, INC. TO DEPLOY SAP'S PERSONNEL EXPENDITURE PLANNING MODULE TO ENHANCE THE CITY'S ANNUAL BUDGET PREPARATION PROCESS.**

\* \* \* \* \*

**WHEREAS**, the City currently uses SAP's Strategic Enterprise Management (SEM) budgeting system to prepare the City's budget, which was originally deployed in 2004 and was highly customized to support the budgeting process; and

**WHEREAS**, SAP has enhanced its budgeting system with a new product offering called Public Budget Formulation that streamlines and optimizes public sector budget formulation processes around Personnel Expenditure Planning; and

**WHEREAS**, the new solution will eliminate duplicative systems, reduce the number of hours needed to calculate personnel expense projections and will provide analytical tools to monitor personnel costs throughout the fiscal year; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** A contract with SAP, Public Services, Inc., in an amount not to exceed \$686,500.00, to provide the City with SAP Personnel Expenditure Planning Module, is hereby approved. The Chief Technology Officer or his designee is hereby authorized to execute a contract with SAP Public Services, Inc. A copy of the GSA Advantage cooperative contract, Statement of Work and the bid tab are attached hereto and are incorporated by reference as **Attachment 1.**

**SECTION 2.** Payment in the amount not to exceed \$700,000.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00034, Public Budget Formulation, is authorized to be encumbered and made payable to SAP Public Services, Inc, for professional services.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.


**SECTION 4.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

**PASSED and APPROVED** this 4 day of October, 2012.



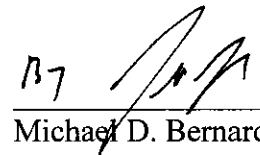
M A Y O R  
Julián Castro

**ATTEST:**

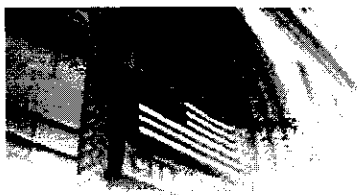


Leticia M. Vacek, City Clerk

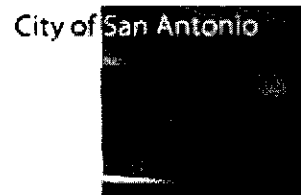
**APPROVED AS TO FORM:**



Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
**ACTION**



## Agenda Voting Results - 16

<b>Name:</b>	5, 6, 7, 8, 9, 10, 13A, 13B, 13D, 13E, 14, 15, 16, 17						
<b>Date:</b>	10/04/2012						
<b>Time:</b>	09:34:55 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the Information Technology Services Department to enter into a professional services agreement in an amount up to \$686,500.00 with SAP Public Services, Inc. to deploy SAP's Personnel Expenditure Planning module to enhance the City's annual budget preparation process. [Ben Gorzell, Jr., Chief Financial Officer; Hugh Miller, Director, Information Technology Services]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

# Attachment I

Statement of Work dated August 29, 2012

between

SAP Public Services, Inc. ("SAP")

and

City of San Antonio ("Licensee")

to the

General Services Administration Schedule Contract NO.: GS-35F-0406V ("Agreement")

Contact Person SAP	Email: <a href="mailto:ernest.culver@sap.com">ernest.culver@sap.com</a> Telephone 415 302 4156 Mobile: 415 302 4156
Contact Person Licensee	Email <a href="mailto:Hugh.Miller@sanantonio.gov">Hugh.Miller@sanantonio.gov</a> , Telephone (210) 207-7907 Mobile

This Statement of Work (SOW) is entered into between SAP and Licensee incorporating the Professional Services Agreement dated June 30, 2002 (hereinafter "the PSA").

## 1. Project Overview

SAP will provide Consultants to perform the Services for Licensee in accordance with the terms of this SOW (the "Project"). SAP's Services will provide support to Licensee for Licensee's Project. Licensee is owner of the Project and is responsible for and controls the process, scope, costs, resources and targeted solutions of the Project.

Within the scope of this Project, SAP will provide the Services by providing Consultants as described in the remuneration section below. The Consultants provided may be SAP employees or SAP's third party subcontractors.

## 2. Scope of Services

Licensee requires SAP Services related to its SAP Software. The scope of the Project, SAP's and Licensee's responsibilities, estimated timeline, etc. are described in Exhibit 1. It is mutually understood that business requirements, resources and dates as well as the relevant remuneration may be subject to change via the Change Request Procedure, including if Licensee responsibilities and assumptions are not performed in a timely and appropriate manner and / or if the Project resources are not provided.

## 3. Assumptions and Responsibilities of Licensee

The assumptions and responsibilities for this Project are listed in section 6.0 of Exhibit 1.

The responsibilities and assumptions are considered to be material contract duties of Licensee.

Licensee agrees that any estimates provided in this SOW may be subject to change if Licensee's responsibilities and Project assumptions are not fulfilled.

**4. Period during which the Services will be provided and Place of Performance**

4.1 The Services will be provided between the Expected Start Date October 1, 2012 and the Expected End Date: February 28, 2013.

The Expected End Date is an estimated date only. This SOW will remain in effect until the Services agreed have been concluded unless otherwise agreed between the parties in writing.

4.2 The place of performance where SAP's consultants will be performing the Services is Licensee's facility located at:

City of San Antonio  
Municipal Plaza  
114 W. Commerce Street  
San Antonio, Texas. 78205-2413

Licensee agrees that certain parts of the Services may also be performed on SAP's premises or via remote connection.

**5. Remuneration**

**5.1 Rates / Remuneration**

The Consultant type(s) currently assigned and the fees for the Project are as follows:

Title	Consultant Level	MSRP Rate	GSA	Estimated # of hours
Project Manager	K-7	\$352.00	\$301.15	560
PEP consultant	K5	\$268.00	\$254.60	800
Technical – Basis	K-5	\$268.00	\$254.60	320
Training Lead	K-7	\$352.00	\$334.40	160
Delivery Manager	K-7	\$352.00	\$334.40	40
Analyst	K-2	\$160.00	\$152.00	80
Consultant	K-4	\$221.00	\$209.95	40

**The estimated consulting fees for the Project are USD 627,036, inclusive of expenses. This estimate is for Licensee's budgetary and SAP's resource scheduling purposes.** This estimate is based on the information provided by Licensee to SAP and SAP's understanding of the Project scope, based on Licensee information. Should the information provided by Licensee be inaccurate or should SAP gain additional information during the Project, the estimated fees, timeline and scope may be subject to change.

The rate is based on eight hours of work daily. Overtime is compensated on a proportional basis. In general, SAP calculates time-and-a-half for deployments on weekends and holidays (public holidays in the state of Texas or at the project location where works and services are being

provided), as well as for night shifts (8:00 p.m. to 8:00 a.m.). Any overtime must be agreed to in writing by both parties in advance..

These special business terms apply to this quotation only.

## **5.2. Expenses**

Expenses as actually incurred are billed monthly.

## **5.3 Invoicing and Payment**

The Services provided by SAP will be invoiced monthly on a time and expense basis. The invoice will include a list of the activities to which it refers and applicable expenses. SAP may issue separate invoices for time and related expenses. Payment is due 30 days from the date of invoice.

No cash discount is granted.

SAP will mail invoices monthly to the following Licensee billing address:

Hugh Miller, Chief Technology Officer  
City of San Antonio  
515 S. Frio Street  
San Antonio, Texas. 78283-3966

**SAP contact** for invoice questions: Ernest Culver, [Ernest.Culver@sap.com](mailto:Ernest.Culver@sap.com),  
415-302-4156

**Licensee contact** for payment questions: Hugh Miller; [Hugh.Miller@sanantonio.gov](mailto:Hugh.Miller@sanantonio.gov),  
(210) 207-7907

## **6. Change Request Procedure**

Any change to this SOW that affects the scope (by material reduction or addition), content, methods or schedule, shall be subject to mutual written agreement of the parties and shall be made in accordance with Exhibit 5 hereto (Change Request), which is hereby incorporated by reference. SAP shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

## **7. Cancellation / Termination**

Notwithstanding termination for cause, this SOW can be terminated by Licensee any time, in whole, by providing at least 30 days prior written notice stating the effective date. In this event, SAP shall be paid all fees then due and owing, including expenses, and for all Services performed (including the notice period), irrespective of whether Services have been invoiced yet.

## **8. Validity of Quotation**

The validity of this Statement of Work will expire on December 31, 2012, unless sooner executed by Licensee, or extended in writing by SAP.

## **9. General**

Any earlier quotations that SAP has submitted concerning the same works and services are hereby withdrawn. The terms, conditions, and details in this quotation also apply to any Services and Work Products that are or have been provided to Licensee before a contract is concluded.

Should any provision of this quotation be ineffective or unenforceable, the validity of this quotation remains unaffected. In this case, the parties undertake to replace the ineffective provision with an effective provision that achieves as nearly as possible the business purpose of the ineffective provision.

Except as provided in the severability clause this offer may be accepted only in its entirety.

**10. Confidentiality**

Notwithstanding any other provision of this agreement, the parties understand that Licensee is a governmental entity required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code)("TPIA" or the "Act") when responding to records requests made under the Act. Pursuant to the requirements of TPIA, if the Licensee receives a request for information which SAP has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, the Licensee will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, the Licensee will notify SAP of its receipt of the request and request an attorney general decision identifying the exception(s) to disclosure believed to apply. The Parties acknowledge that TPIA requires a brief to be submitted to the attorney general explaining why the claimed exceptions apply to the information in issue. Licensee shall not be obligated submit the brief supporting those claimed exceptions. SAP shall be solely responsible for submitting the brief and the documents in issue to the attorney general.

Should the attorney general render a decision indicating that all or a part of the information must be disclosed, the Licensee shall be permitted to disclose the information unless SAP successfully contests the attorney general decision in accordance with the requirements of TPIA. Nothing in this agreement shall require the Licensee to institute or participate in any litigation relating to an open records request for information that SAP considers to be confidential.

Date  
\_\_\_\_\_

Customer Legal Name  
\_\_\_\_\_

Name and Position of Licensee Representative  
\_\_\_\_\_

Date  
August 29, 2012  
\_\_\_\_\_

SAP Legal Name  
*SAP Public Services*  
*Richard Beggs, Vice-President*

*Richard O. Beggs (iv)*  
Name and Position of SAP Representative  
\_\_\_\_\_

**Exhibits Incorporated by Reference**

- Exhibit 1 = Project Definition**
- Exhibit 2 = Rate Card**
- Exhibit 3 = SAP Roles & Responsibilities**
- Exhibit 4 = Workproducts Schedule**
- Exhibit 5 = Change Order Procedure**



**Exhibit 1**  
**to the**  
**Statement of Work dated August 29, 2012**  
**between**  
**SAP Public Services, Inc. ("SAP")**  
**and**  
**City of San Antonio ("Licensee")**  
**to the**  
**General Services Administration Schedule Contract NO.: GS-35F-0406V ("Agreement")**

**Project Definition**

This Exhibit 1 to the Statement of Work (SOW) addresses the Implementation Consulting Services required of the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this Statement of Work and that any such material change requested by Licensee or as a result of Licensee inability to provide agreed upon resources, fulfill applicable assumptions and to perform the Licensee Responsibilities set forth herein or the result of Licensee errors or omissions may result in a Change Order in accordance with the Change Order Procedure as defined in Exhibit 6.

Licensee is responsible for requesting changes to the requirements for Services. The SAP Project Manager may assist in planning the Project, and quality checking the activities and progress. It is understood by SAP and the Licensee that any material changes to scope that are requested, will be addressed through a formal change order process. Material changes are those which specifically will impact either budget, scope, timeline or resources.

### ***1.0 Enterprise Scope***

Section 1.0 defines the enterprise scope for the Project. Any areas and processes not specifically identified below as being in scope are assumed to be out of scope.

#### ***1.1 Organizational Scope***

This proposal is for the City of San Antonio (COSA) organization and specifically for their Budget Management office.

#### ***1.2 Languages / Currencies***

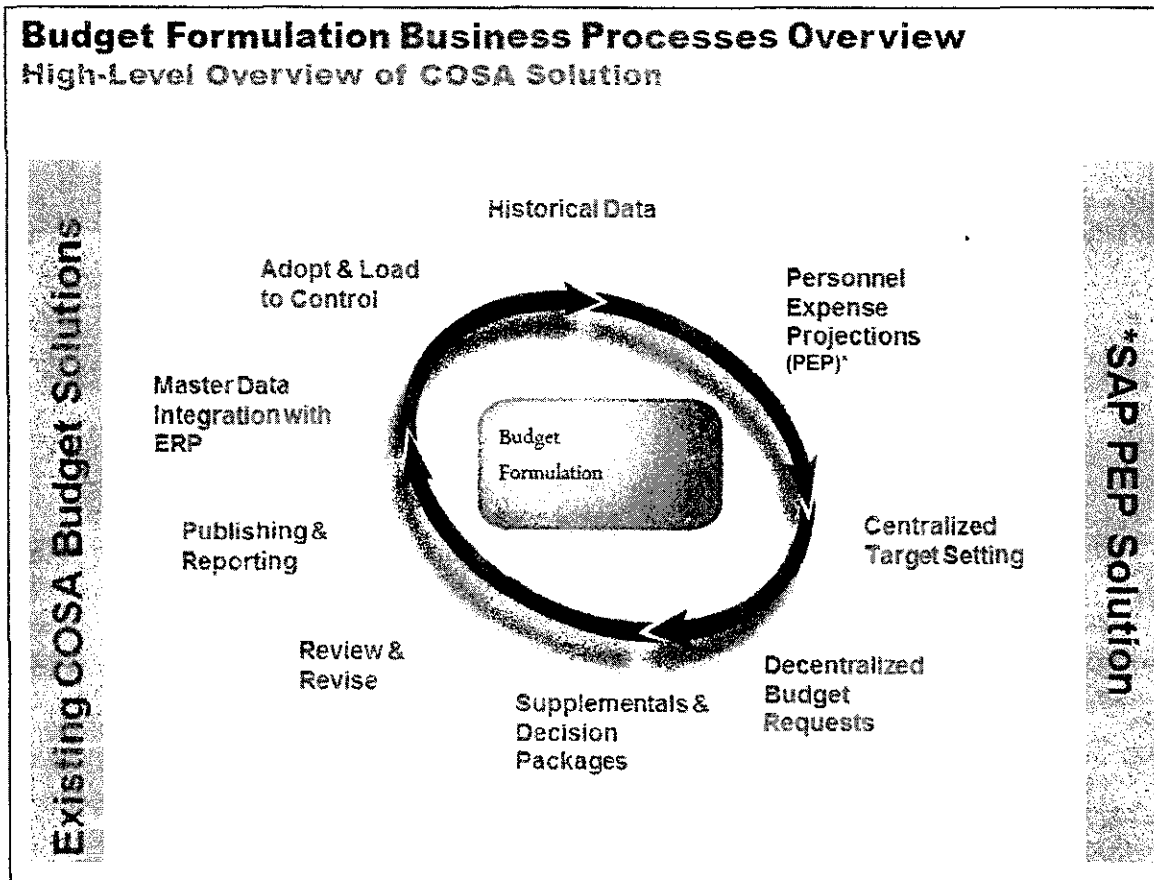
All language associated with the project will be in English. All currencies associated with the project will be in United States Dollars (USD).

#### ***1.3 Business Scenarios / Processes***

Budgeting processes at COSA cover many activities including integration with SAP Strategic Enterprise Management (SEM) solution. This proposal is to include the PBF Personnel

Expenditure Planning (PEP) solution into the overall COSA budget process. The new budget process at COSA is noted in the following figure:

Figure 1: New Budget Process with PEP



PBF Personnel Expenditure Planning (PEP) business scenarios and processes will be defined in the Final Blueprint Document as part of the blueprinting phase of this project. As part of this implementation project the PEP process will include, but is not limited to, the following processes.

**Extraction of PEP Master Data:** Process will support the development of the core PEP master data used by the PEP projection scenario calculation. The PEP master data will include the following:

- Position
- Employee
- Employee Benefits
- Jobs
- Job Benefits
- Pay Scale
- Benefits

**PEP Projection Scenario Calculation:** This process will generate the results of the PEP projection scenario calculation by projection ID. As part of the PEP projection scenario calculation process, COSA will have an opportunity to define the population, date range, projection attributes, and any “what-if” assumptions to be used in the projection scenario.

*1.4 Functional Scope*

SAP Consulting provides the services to assist COSA implement the SAP PEP Solution. The service includes assisting in the implementation of SAP PEP Solution, using the customer provided information technology architecture and systems, which includes Development, QA and Production environments.

As part of the implementation of SAP PEP Solution, SAP Consultants will assist in the configuration and enablement of the following PEP components.

Table 1: PEP Standard

Business Process	Subcomponent	Additional Subcomponents	Description
PEP Projection Engine	PEP	PEP Projection Scenario Calculation Engine	Standard PEP projection scenario calculation process engine.
PEP Components	PEP	Position Maintenance	Maintenance Form
		Employee Maintenance	Maintenance Form
		Jobs Maintenance	Maintenance Form
		Pay Scales Maintenance	Maintenance Form
		Benefits Maintenance	Maintenance Form
		Projection Scenario	Projection Scenario Form
		Projection Monitor	Projection Status Form

## 1.5 Reports / Dashboards

All report / dashboard work has been removed from the scope of SAP work. This entire section was moved to Exhibit 4 and re-titled as an Optional SAP Reporting services.

## 1.6 Development Scope

Custom development is not planned or needed for the PEP implementation. For purposes of clarity the following table outlines those development scope categories in which SAP will assist COSA.

Table 2: Development Scope

Scope Category	Scope of Functionality
<u>Interfaces</u>	Custom developed interfaces are not included in scope.
<u>Conversions</u>	SAP assumes that COSA technical resources will support any conversions needs. Any conversion will need to be determined to be identified during the blueprint phase.
<u>Enhancements</u>	Custom developed enhancements are not included in scope.
<u>Forms</u>	Custom developed forms are not included in scope. Functionality changes to standard forms are not included in scope (Maintenance Form, Projection Scenario Form, Projection Status Form)
<u>Workflows</u>	Custom developed workflows are not included in scope.
<u>Custom User Roles</u>	SAP assumes that COSA technical security resources can provide additional data level security to limit the data view by roles should that be determined to be required during Blueprint workshops.
<u>Bolt-On (3<sup>rd</sup> Party Software)</u>	None
<u>PEP Extractors</u>	SAP PEP module does not come with predefined BW extractors. This will be custom development work and COSA has agreed that they will own this work. SAP recommends two dedicated COSA resources for this work in order to meet project timelines.  SAP will contribute to the mapping of the PEP master data.

## 1.7 Technical Scope

This implementation will be based on PBF version 7.1. The minimum SAP software components required for SAP Public Budget Formulation are:

- SAP BW 7.0 Enhancement Package 1
  - ABAP Support Package 9 or the latest SP on GA
    - BI Content 7.04
  - JAVA Support Package 9
    - PBF Add-on PBFBI 7.01 SP03
- SAP NetWeaver Development Infrastructure (NWDI)
  - J2EE 7.0 Enhancement Package 1, Support Package 7
- SAP NetWeaver Composition Environment (CE) 7.11
  - Enhancement Package 1, Support Package 10
  - PBF Add-on Java
- SAP System Landscape Directory (SLD)
  - J2EE 7.0 Enhancement Package 1, Support Package 7

## 2.0 Additional Services

### 2.1 Training

COSA has requested 20 days for training. SAP has included one (1) resource for 20 days in our proposal. The training resource will be responsible for planning, preparing, and delivering two (2) training workshops. Each workshop will be delivered two times (total of 4 workshops).

### 2.2 Basis Support

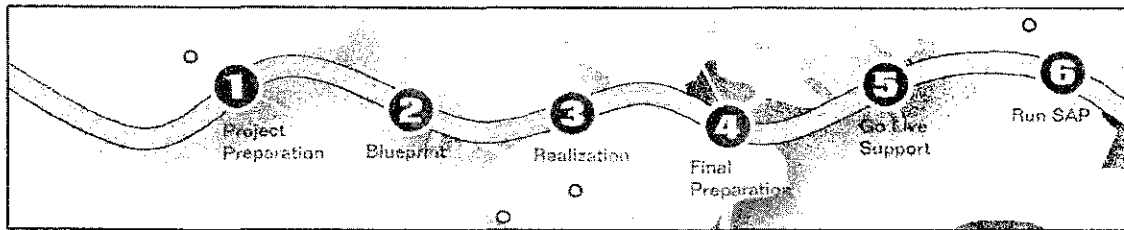
SAP understands that COSA is a long term customer with skilled SAP resources available. COSA is responsible for BASIS work related to this project. To help support technical project needs SAP will provide a BASIS resource, (1) resource for 40 days in our proposal. This resource will engage early in the project to assist with a successful project start up, provide quality checks, and support technical Basis needs that COSA may have. Any additional BASIS support will require a Change Order in accordance with the Change Order Procedure as defined in Exhibit 6.

## 3.0 Project Approach

Licensee agrees to use SAP's recommended implementation methodology, Accelerated SAP, as outlined in this SOW and hereinafter referred to as "ASAP". The parties acknowledge that the estimated baseline budget for the Implementation Services provided hereunder is contingent upon the utilization of the ASAP methodology and that any material deviation from the ASAP methodology that is requested or caused by Licensee shall be addressed via the Change Order Procedure.

The following is a brief overview of SAP's implementation **methodology, known as ASAP**. SAP developed this methodology more than 35 years ago and we continue to refine it. SAP is the thought-leader with methodology as demonstrated by the fact that most of our services competitors adopt our methodology as their own. Our team takes our baseline methodology and tailors it to fit each client environment.

Figure 7: ASAP Implementation Roadmap



The implementation roadmap has five stages:

1. **Project Preparation** - The project is formally initiated, business objectives are confirmed, and planning is well under way.
2. **Business Blueprint Validation** - The project team gathers requirements and develops the conceptual design of the solution.
3. **Realization** - The solution is configured and fully tested; performance tests are planned.
4. **Final Preparation** - End users are trained; this is the final check before the cutover to the new system solution.
5. **Go Live and Support** - The solution receives confirmation, ongoing support is in place, and the project is closing.

### 3.1 *Blueprint Workshops*

Detailed requirements will be discussed during separate workshops to discuss each business process. SAP consultants will assist with the PEP solution overview and provide subject matter expertise during the business process review sessions. As part of these workshops SAP will assist COSA in creating a 'to be' process using SAP PEP that is in support of current personnel expenditure planning processes internal and external to SAP (e.g. a goal of this effort will be to retire excel process steps). However, for the purposes of clarity, any 'to be' processes and analysis is limited to the scope as defined in this SOW.

#### 3.1.1 *Planned Blueprint Workshops*

Blueprint workshops and documentation work will be the responsibility of the Licensee and will be conducted over a 6 week timeline. SAP will assist COSA with workshop planning and staffing

per the Project Plan. Any delays by the Licensee in providing the proper subject matter experts for these workshops that result in a delay to the project schedule will necessitate a change order in accordance with the Change Order Procedure as defined in Exhibit 6. The proposed workshops structure is as follows:

**Workshop 1: PEP Master Data Overview – 2 Day for review and 1 day for follow up and documentation**

- Master Data Overview and Descriptions
- BW Data Model
- Master Data Conversion / Mapping

**Workshop 2: PEP Projection Scenario Calculation Overview – 2 Day for review and 1 day for follow up and documentation**

- Scenario Calculation Process Chain and Logic
- Master Data Integration

**Workshop 3: PEP Master Data Extractor – Position – 1 Day for review and 1 day for follow up and documentation**

- Master Data Review
- Business Logic and Flow
- Business Requirements
- Data Mapping
- Data Transformations

**Workshop 4: PEP Master Data Extractor – Employee – 1 Day for review and 1 day for follow up and documentation**

- Master Data Review
- Business Logic and Flow
- Business Requirements
- Data Mapping
- Data Transformations

**Workshop 5: PEP Master Data Extractor – Employee Benefits – 1 Day for review and 1 day for follow up and documentation**

- Master Data Review
- Business Logic and Flow
- Business Requirements
- Data Mapping
- Data Transformations

**Workshop 6: PEP Master Data Extractor – Jobs – 1 Day for review and 1 day for follow up and documentation**

- Master Data Review
- Business Logic and Flow
- Business Requirements

- Data Mapping
- Data Transformations

Workshop 7: PEP Master Data Extractor – Job Benefits – 1 Day for review and 1 day for follow up and documentation

- Master Data Review
- Business Logic and Flow
- Business Requirements
- Data Mapping
- Data Transformations

Workshop 8: PEP Master Data Extractor – Pay Scales – 1 Day for review and 1 day for follow up and documentation

- Master Data Review
- Business Logic and Flow
- Business Requirements
- Data Mapping
- Data Transformations

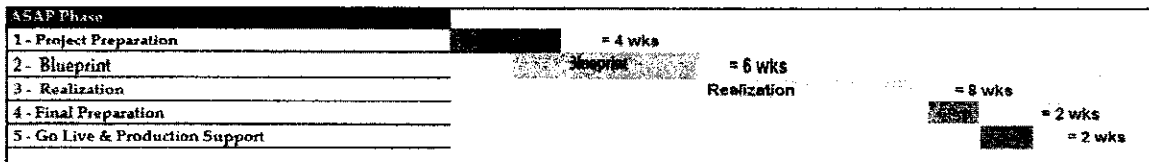
Workshop 9: PEP Master Data Extractor – Benefits – 1 Day for review and 1 day for follow up and documentation

- Master Data Review
- Business Logic and Flow
- Business Requirements
- Data Mapping
- Data Transformations

### 3.1.2 Project Timeline

The planned project is a total of 20 weeks divided into the 5 ASAP phases as follows:

Figure 8: ASAP Implementation Roadmap



### 3.1.3 Project Work Breakdown Structure (WBS)

SAP Consulting’s project approach includes a close partnership with our PBF Services team and managing a group of on-site consultants at the COSA site that will assist COSA with the Blueprint



work, configuration, development, testing, documentation requirements and participation in the cutover activities.

To accomplish this, SAP will assist COSA with the creation of a detailed project plan. SAP’s project work plan for COSA PEP Project will include assisting with a detailed **project schedule**, which defines the work to be performed, the resources and associated time commitments required for the project, and the phases of the project. The **work breakdown structure (WBS)** will serve as the foundation for the schedule and deliverables to be produced as part of the project.

**Work Breakdown Structure (WBS) Overview**

A key to developing a good project plan involves defining how resources will be expended, assigning responsibilities, and establishing schedules and budgets to accomplish the work. Developing a good project plan is ideally done by creating and then managing a weighted WBS. SAP recommends that COSA construct the WBS during the Project Preparation timeline for the COSA PEP project that will reflect the planned major phases. Later, as the Blueprint Validation Phase is completed, a more detailed structure should be developed that breaks down the schedule into discrete activities and tasks. Please note that the WBS does not replace the needed project tracker (which monitors current status of individual deliverables), but the WBS does track status of work efforts.

SAP recommends that COSA builds the WBS in MS Project as a component of the overall COSA project plan. SAP recommends that COSA organizes the MS Project Schedule into the following high-level components, which is aligned with our ASAP Methodology.

Table 3: Project Plan Organization Levels

Level	Structure Item
1	COSA project
2	SAP ASAP Phase (Project Preparation, Blueprint, Realization, Final Preparation, and Go-Live and Support)
3	SAP ASAP Thread (Project Management, Organizational Change Management, Technology, Business Process Management, Lifecycle Data Management, and Integrated Solution Readiness)
4-x	Activities/Deliverables

SAP recommends that the proposed project schedule for the COSA PEP project be provided by COSA, with the assistance of SAP, as an output of the ASAP Project Preparation phase. COSA, with the assistance of SAP, should then follow the principle of progressive elaboration to build additional detail into the project schedule. Prior to the beginning of each phase, tasks will be expanded, adding WBS levels to further detail tasks. For example, prior to the start of the Business Blueprint Phase, the list of blueprint sessions will be added to the schedule, where there is currently a placeholder for the projected timing and level of effort required for blueprint validation.

*3.1.4 Project Toolsets*

It is agreed that the following tools will be utilized:

- SAP® Roadmap Composer – A complete set of SAP roadmaps, customer solution strategy (CSS), project management methodology (PMM), and activity and deliverable-base implementation plan. It also delivers SAP Professional Services-specific accelerators, best practices, and templates.
- ASAP/Global ASAP: The SAP Project Management Methodology – The SAP® project management methodology, which includes templates for each deliverable planned for the implementation. We also intend to leverage knowledge capital/prior deliverables from other government/city implementations.
- SAP Risk Register – This tool allows us to effectively capture and mitigate implementation risk in a proactive fashion.
- SAP Issue Log – This tool allows us to capture, prioritize, assign, and monitor project issues that arise. Our project management team intends to review the high, open issues at each project management meeting in order to make sure these are effectively addressed.

All supporting documentation work product will be developed for industry standard Microsoft Windows-based PCs using appropriate (as reasonably determined by SAP) Microsoft Office applications (Word, Excel, and PowerPoint) or other mutually agreeable documentation development process and/or application.

Licensee will support the use of the SAP team laptops on its network or Licensee will provide PCs with the Microsoft Office Suite and e-mail capability for the Project team.

### *3.1.5 Testing Approach*

To help jump start the testing work SAP will assist COSA in the creation of core test scripts for PEP configuration, PEP maintenance screens, and PEP projection scenario runs. The testing of these scripts in the development system will be the responsibility of COSA, with assistance from the SAP consultants. The testing of these scripts in the QA environment will be the responsibility of the customer's key users.

#### **ASAP Testing Overview**

SAP proposes that the COSA project operate in accordance with the ASAP methodology and the quality assurance/testing aspects of the implementation. The quality assurance/testing activities will leverage validation and testing processes and components within each project phase as the primary driver of quality assurance.

The ASAP Methodology approach to testing is embedded throughout the entire project plan. As with all aspects of the ASAP methodology, the strategy is absolutely scalable and responsive to individual program/project requirements.

It is agreed that any delays in testing due to the Licensee's inability to provide testers and/or subject matter experts on a timely basis per the project plan, and/or any delays due to the Licensee's failure to provide test scripts on a timeline basis will necessitate a Change Order in accordance with the Change Order Procedure as defined in Exhibit 6.

#### **Testing Objectives and Types**

The objectives of solution testing are as follows:

- Validate that the system meets all the business requirements determined to be in scope as defined in the contract.
- Validate that the system meets technical requirements and service levels for application response time, throughput, and infrastructure performance at typical production loads

The types of testing that will be completed for the COSA project implementation are as follows:

**Functional Testing** - focuses on the functionality of an application that validates the output based on selected input that consists of unit testing, business process (string) testing, and scenario (integration) testing.

**Unit Testing** – validates that individual functions are configured and/or developed to appropriately translate technical and functional requirements. This would include testing of individual configuration elements, process steps associated with business transactions, and custom development objects.

- *Positive Testing* – validates that test functions correctly by inputting a known value that is correct and verifies that the data/view return is what is expected
- *Negative Testing* – validates that the test fails by inputting a value that we know is incorrect and verify that the component or test case fails. This allows us to understand and identify failures and that the target application is operating correctly by displaying the appropriate warning message.
- *Unit Test Data* – Fabricated or customer specific master data will be manually entered as required for unit testing and used by other teams where appropriate.

**Business Process (String) Testing** – Validates that full operability of interconnected functions, methods or objects within the functional areas of an SAP solution.

- Includes a set of logically related activities or business process steps to achieve a defined business processes.
- Includes business processes that cross functional areas (e.g., Sales and Finance).

During subsequent integration testing activities these business process (string) tests are combined to build end-to-end integration test scenarios.

**Scenario (Integration) Testing** – validates a set of business processes that define a business scenario in a comprehensive and self-contained manner on a macro level.

- Integration testing is recommended to be done in multiple iterations.
- The initial iteration of integration testing concentrates on testing all important business processes within the SAP components of the implemented solution, starting with touch point scenarios and ending with end-to-end scenarios.
- The final iteration of integration testing focuses on cross-functional business scenarios with non-SAP systems and applications, reports, master data, and solution security.

**Authorization/Security Testing** – Performed to validate that all the security profiles and roles are being implemented as designed. Security profile is designed and built based on

the job role (i.e., positions) of the end users. Security roles are assigned at the business transaction level.

In particular, security testing seeks to help validate the following:

- Each security profile and role works as designed.
- Access to “sensitive transactions or reports” (e.g. personnel information, PEP data) is restricted to only those roles that require access to this information.
- Segregation of duties has been addressed when designing each security profile and when profiles are grouped into a role, especially for high risk areas (e.g., payments, PEP, and master data creation vs. transaction data entry).

Authorization and security testing will be a COSA responsibility.

**Performance Testing** –Determines the performance of the application, using an automated tool, to simulate a representative user load that measures system resources and response times. This includes the baseline of the server and client response times.

- Volume Testing – This test identifies the maximum load a given hardware configuration can handle by representative peak loads.
- Stress Testing– Scenarios that simulate the peak loads, including concurrent connected & synchronizing remote users & concurrent execution of other production jobs (interfaces, etc.)

Performance testing and system fine tuning will be a COSA responsibility.

Figure 9: Dependencies between Test Cycles

		IT 1	IT 2
Configuration Unit Test: BPP with test conditions			
Scenario Test: Test Scenario template			
		Integrated Test 1	Integrated Test 2

### 3.1.6 Data Migration Approach

Any data migration or data transformation will be the responsibility of COSA. In support of any needed custom data migration, SAP Consultants will introduce and assist in defining PEP master data concepts and data models during the Blueprint timeline.

### 3.1.7 Knowledge Transfer

SAP consultants will provide knowledge transfer to the customer identified key users as part of the realization phase. In order to facilitate and successfully knowledge transfer SAP assumes that COSA project team will be actively involved with the SAP team and the project work to allow transfer of knowledge on a daily basis. In terms of documentation to be used for knowledge transfer SAP recommends that the following project documentation be leveraged for this need; Blueprint documents, configuration scripts, functional specifications and technical specifications for the project teams use / review needs. SAP will assist COSA with a PEP workshop to facilitate the knowledge transfer

### 3.1.8 Organizational Change Management Approach

Licensee will be responsible for all organizational change management activities. Organizational change management includes, but is not limited to the following: business readiness for go-live, design and roll-out of end-user training, day-to-day backfill for client project team members, SAP system management, coordination with remote sites, and Project communication to the company.

### 3.1.9 Project Deliverables

Licensee is the owner of all deliverables. Deliverables with which SAP will assist COSA by ASAP phase associated with the COSA PEP project are noted in the following table.

Table 4: PEP Deliverables per ASAP Phase

ASAP Phase	Name	Description
Project Preparation	A. Project Plan	<p>The detailed Project Work Plan defines the phases of the COSA Project, tasks to be performed, and resources and associated time commitments that are required for the COSA Project.</p> <p>The schedule includes the following components:</p> <ul style="list-style-type: none"> <li>• Deliverables and tasks for Project Preparation and Blueprint</li> <li>• Estimated effort (work) and duration</li> <li>• Task dependencies (such as predecessors and successors)</li> <li>• Scheduled start and finish dates for each task, based on dependencies</li> <li>• Task constraints (such as must start on date, must finish on date, and so on)</li> <li>• Resources assigned to each task</li> <li>• High-level schedule for subsequent phases including all deliverable dates and associated effort</li> </ul>

ASAP Phase	Name	Description
Blueprint	A. Business Blueprint Document	<p>The Final Business Blueprint Document includes the functional components of the Blueprint deliverable including:</p> <ul style="list-style-type: none"> <li>- Enterprise structure definition</li> <li>- Review and validation of existing Business Blueprint Deliverables which includes business process diagrams, business process procedures and policy changes</li> <li>- Finalization of business process requirements (gap closure) including business process flows containing work steps mapped to SAP transactions</li> </ul>
Realization	A. Test Plan	<p>The Test Plan is a documented framework that sets the initial attributes of all Testing process:</p> <ul style="list-style-type: none"> <li>- Create testing objectives and approach for each type of testing including unit testing &amp; integration testing</li> <li>- Develop high-level testing schedule</li> </ul>
Realization	B. System Testing (e.g., Unit, string, and 2 Cycles of Integration testing)	<p>Integration Test Cycle(s) are completed once the planned scripts have been fully executed, critical issues have been resolved.</p> <p>This deliverable will present the test results and overall summary of the testing efforts.</p>
Final Preparation	A. Knowledge Transfer	<p>These are the individual plans that each of the Project Teams will use to formally transfer knowledge from the SAP consultants to the COSA Project Team members. The plans include long-term skillsets required by COSA team members, the current skill level, and the skill level required at the completion of</p>

ASAP Phase	Name	Description
		the project. This deliverable includes definition of the strategy and approach for knowledge transfer as well as the first iteration of the knowledge transfer plans.
Support	A. Contract Close-out	This deliverable will be Contract Close-out report showing among other things open issues disposition, milestone disposition and any significant system or open project issues.

## 4.0 Project Governance

### 4.1 Project Governance Overview

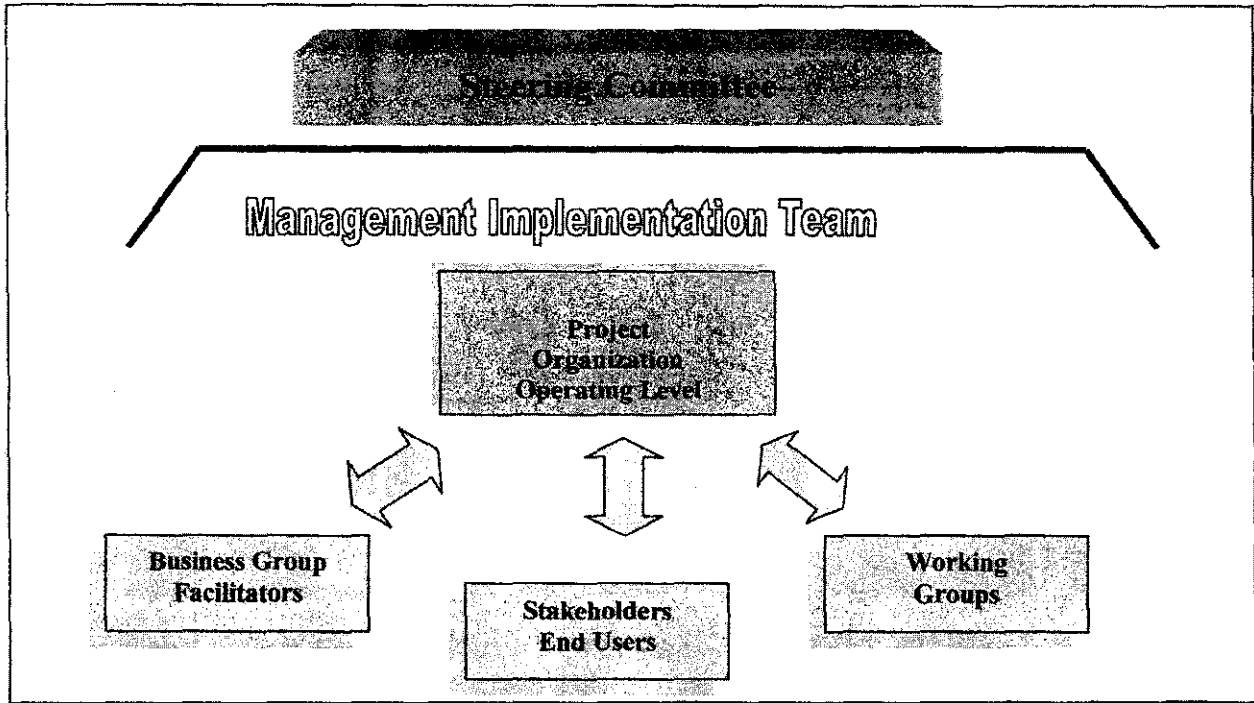
Project governance establishes the management structure and processes that identify specific roles and responsibilities to be used for the life of the project. The specific individuals involved, their accountability, and the interaction and communication between them are defined so that a cohesive team is created to guide project execution and oversee project progress.

The objective of project governance is to adequately and objectively plan and manage the lifecycle of the project. It involves processes that enable management to recognize project benefits, manage to quality products, and identify and deal with project risks. Benefits gained include effective utilization of resources; increased project visibility; effective and timely decision making; identification of competing project dependencies; focused leadership team; and, ability to tie project value to strategic goals.

### 4.2 Project Governance Framework

The purpose of the framework is to provide the management and project team with adequate insight to validate the project is on track, delivered on time, and within COSA risk tolerance threshold. The key components that make-up the project governance framework include a steering committee, a management implementation team, the project organization, business group facilitators, stakeholders and end users, and working groups of subject matter experts. Following is a pictorial view of the project governance framework:

Figure 10: Project Governance Framework



**Steering Committee** - the steering committee is responsible for policy and resource decisions that are essential to the project for successful delivery of project outputs and products. It is responsible for the governance documentation that provides guidance and validates appropriate management of the project. It is also responsible for overseeing that the correct level of risk management is applied. It is agreed that SAP will be a member of the Steering Committee.

**Management Implementation Team** - the management implementation team consists of the project sponsor, and SAP member and other senior business level managers that guide the business and project management issues that arise during project execution. The Business System Owner may also be a part of this team. This team is responsible for providing management oversight to validate that governance processes are followed and that sound project management techniques are applied.

**Project Organization** - the project organization is made up of the COSA and SAP project managers and the project team that works on and validates the successful delivery of the projects' end Work Products and/or Deliverables. The COSA project manager is responsible for managing the day-to-day aspects of the project, resolving issues, and monitoring progress and budget, with assistance from the SAP Project Manager. The project team is responsible for completing the tasks and activities as planned for delivering the project products. Collectively, the project organization is responsible for ensuring that the needs of all project stakeholders are met.

**Business Group Facilitators** - the business group facilitators are business subject matter experts that represent the business units affected by the project. They are responsible for facilitating requirements understanding between the business unit/end users and the



project team. They also facilitate issues of the proposed implementation with end users to obtain buy-in.

Working Groups - the working groups are small specialized groups that deal with and resolve specific issues or concerns that arise during project execution. These groups are established when the project spans a large group of people all with an interest in how project implementation is being accomplished. These working groups provide unique technical expertise when required and assist in disseminating implementation information, cutting down on misinformation, and in acceptance of changes being introduced.

#### *4.3 Project Governance Processes*

The project governance documentation provides the policy guidance and processes for projects to follow while executing project activities. These governance documents represent a minimum set of guidelines to provide management with the proper amount of oversight into project activities and standards by which the project will operate. These processes include the following:

Requirements Management – the requirements management process consists of gathering and managing user, business, and functional requirements that will make-up the proposed system. This process is closely coupled with change management so that changes in requirements are identified and tracked throughout the lifecycle of development. This process also validates that the team resolves incomplete, ambiguous or contradictory requirements.

Stakeholder Involvement – this process is used to identify project stakeholders, their issues and needs, and in determining their involvement during project execution. It includes both identifying the degree of stakeholder involvement needed and when as well as the drafting of a stakeholder involvement strategy to achieve acceptance and buy-in.

Escalation Management – the escalation management process identifies when and how project issues should be reviewed and handled by higher management for resolution. Issues or problems will not be held until the next regularly schedule status meeting. Policies and guidelines will be established for emergency communication and problem escalation.

Change Management – the process of managing changes is to establish and maintain the integrity of the products of the software project throughout the project's software lifecycle. The initial project product that should undergo change management is the requirements specification.

Status Reporting – establishes the guidelines for how to, content, frequency, feedback, and consolidation for reporting project status. This is an important aspect of project execution in that it is the primary tool to inform the organization as to the project progress.

Risk Management – The process of risk management includes planning how risk management will be held in the project, including identification of risks, owning and managing risks, and tracking and controlling risks. Identification of risk includes identifying risk elements, clarifying risks, analyzing and evaluating risk, and prioritizing risks. Owning and managing risks include assigning risk ownership, determining risk response, developing risk mitigation plan, and developing contingency plans. Tracking and controlling risk involves maintaining risks on a risk log and reporting on the status of the risks.

Project Communication – this process includes a plan for communicating information about the project during the projects lifecycle. That is, identifying channels for communications, identifying key players, planning for messages and information flow, encouraging information exchange, conducting periodic project reviews with sponsors and stakeholders, and conducting requirements reviews, design reviews and walkthroughs early in the project cycle. It also includes recording daily status in the project notebook, producing project technical documentation for early review, and recording and documenting project lessons-learned.

The above project governance model provides the framework to reduce risk during the project execution with adequate consideration to risk management and ample attention to quality assurance of the work included in this proposal.

## **5.0 Project Team and Responsibilities**

### *5.1 SAP Project Team*

The SAP consulting team will include the following project roles to provide the assistance designated in this Statement of Work:

Figure 11: SAP Project Team

SAP Team						
ASAP Phase						
1 - Project Preparation						= 4 wks
2 - Blueprint						= 6 wks
3 - Realization						Realization = 8 wks
4 - Final Preparation						Prep = 2 wks
5 - Go Live & Production Support						= 2 wks
Position	Month 1	Month 2	Month 3	Month 4	Month 5	TOTALS
	Oct-12 1 Hrs	Nov-12 2 Hrs	Dec-12 3 Hrs	Jan-13 4 Hrs	Feb-13 5 Hrs	
<b>PROJECT MANAGEMENT</b>						
Delivery Manager	8	8	8	8	8	40
Project Manager	160	160	80	80	80	560
FPA - Analyst	16	16	16	16	16	80
<b>Totals Project Management office</b>	<b>184</b>	<b>184</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>688</b>
<b>FUNCTIONAL TEAM</b>						
ERP Consultant	160	160	160	160	160	800
ERP Spot Consulting	0	20	20	0	0	40
<b>Totals Financials Team</b>	<b>160</b>	<b>180</b>	<b>180</b>	<b>160</b>	<b>160</b>	<b>840</b>
<b>TECHNICAL TEAM</b>						
Basis	40	80	80	80	40	320
Tech Spot Consulting	0	0	0	0	0	0
<b>Totals Technical Team</b>	<b>40</b>	<b>80</b>	<b>80</b>	<b>80</b>	<b>40</b>	<b>320</b>
<b>TRAINING TEAM</b>						
Training Lead	0	0	0	0	160	160
<b>Totals Org Readiness &amp; Training</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>160</b>
<b>Project Total</b>	<b>368</b>	<b>428</b>	<b>348</b>	<b>328</b>	<b>448</b>	<b>2,000</b>

## 5.2 Licensee Roles and Responsibilities

Customer shall designate a full-time Project Manager to work with the SAP Consultant(s) and part-time Project/Delivery Manager to facilitate the provision of the service.

Customer resources will provide Basis/technical support for the duration of the project, which includes the installation and the management of the system performance Servers that will be provided for the implementation will meet/exceed requirements listed in SAP sizing guide

SAP software will be installed in a three-tiered environment, with separate development, test and production landscapes, by the customer. Additional services from SAP are available to set-up the technical pre-requisites for the SAP Budget Public Formulation, with a separate statement of work and fee schedule.

Customer will provide functional consultants to work with SAP consultant for the duration of the project, along with representatives from the business as needed.

The Customer is also responsible for the following:

- Master data maintenance

- Enhancements and modifications to the SAP software and customer legacy systems – if required
- Interfaces to Customer system – if required
- End user training
- Change Management

Estimates provided in this proposal may be subject to change if SAP's responsibilities or project assumptions are modified.

The Core Team roles and responsibilities outlined below are the basis for SAP's implementation plan, resource and cost estimates. Lack of availability of Core Project Team members or failure to complete the responsibilities in a timely manner as per the Project Timeline will affect the Project schedules and SAP shall present to Licensee the impact of this to be handled as part of the Change Order Procedures in accordance with the Change Order Procedure as defined in Exhibit 6. The Licensee Core Team roles are identified and defined below:

Figure 12: COSA Project Team

COSA Team						
ASAP Phase						
1 - Project Preparation	= 4 wks					
2 - Blueprint	= 6 wks					
3 - Realization	= 8 wks					
4 - Final Preparation	= 2 wks					
5 - Go Live & Production Support	= 2 wks					
Position	Month 1	Month 2	Month 3	Month 4	Month 5	TOTAL
	Oct-12 1 Hrs	Nov-12 2 Hrs	Dec-12 3 Hrs	Jan-13 4 Hrs	Feb-13 5 Hrs	
<b>PROJECT MANAGEMENT</b>						
Project Director	20	20	20	20	20	100
Project Manager	180	160	160	160	160	800
<b>Totals Project Management office</b>	<b>180</b>	<b>180</b>	<b>180</b>	<b>180</b>	<b>180</b>	<b>900</b>
<b>FUNCTIONAL TEAM</b>						
PEP Functional Lead	160	160	160	160	160	800
PESME	80	160	80	160	160	640
PESME	80	160	80	160	160	640
<b>Totals Financials Team</b>	<b>320</b>	<b>480</b>	<b>320</b>	<b>480</b>	<b>480</b>	<b>2,080</b>
<b>TECHNICAL TEAM</b>						
PCP Lead	0	40	40	40	0	160
HCM Lead	0	40	40	40	0	160
Basis	0	120	160	160	160	600
<b>Totals Technical Team</b>	<b>0</b>	<b>200</b>	<b>240</b>	<b>240</b>	<b>160</b>	<b>920</b>
<b>TRAINING TEAM</b>						
Training Lead				160	160	320
<b>Totals Org Readiness &amp; Training</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>160</b>	<b>320</b>
<b>Project Total</b>	<b>500</b>	<b>860</b>	<b>740</b>	<b>1,060</b>	<b>980</b>	<b>4,220</b>

## 6.0 Project Assumptions

If the assumptions set forth in this section change, or otherwise do not prove to be accurate as the project progresses, changes to the schedule, effort, and/or resources will need to be made and the parties will need to be consider. The parties will review the accuracy of the assumptions periodically and discuss the potential impact of any changes in the assumptions and the options available to minimize any impact. Upon mutual agreement, changes to the COSA scope can be made in both an upward or downward direction subject to the change order process defined for this project. If both parties cannot agree on a change in scope that the scope as defined in this SOW shall remain intact.

### 6.1 *General Assumptions*

1. The project language is English. The implementation of implementation accelerator for SAP Public Budget Formulation is offered in English only.
2. Customer will provide a working environment and facilities adequate for SAP to perform their assigned duties. This includes, but is not limited to, adequate conference rooms, cubicle space and telephone access.
3. To validate effective communication between SAP and the Licensee, a weekly meeting is scheduled to clarify open issues and questions. The Licensee will be responsible for managing the project and will provide a project manager and necessary IT and business resources.
4. Prior to system handover (after the go-live date if not otherwise agreed), the Licensee is not permitted to change the customizing settings since this may interfere with SAP PEP.
5. The estimates are based on a three tier landscape; development, quality assurance and production only. It is assumed that landscape set up will be wholly owned by Licensee and systems are made available in timely manner. SAP will provide installation checks as part of the starter kit to check the prerequisites are met. If other systems are required (such as a sandbox system or training system) these other systems must be implemented separately, as they are not part of the scope of this Project.
6. Configuration changes on the ERP system, other than configuration directly related to the SAP PEP, are not included in the scope of this project.
7. SAP assumes that COSA technical security resources can provide additional data level security to limit the data view by roles should that be determined to be required during Blueprint phase.

8. SAP proposes that the PEP project capitalize on existing COSA BW processes for extractor and retractor needs. SAP development of extractors and retractors are not part of the scope and is fully the responsibility of COSA.
9. Licensee is responsible for organizational change management activities, end user training and rollout.
10. System Migration / Cutover are customer responsibility with SAP assistance.
11. End User Business Process Procedures (BPPs) are the customer responsibility.
12. Defining 'Expected Results' for Test Scripts is the customer responsibility
13. This SOW does not include work to be performed on Licensee's legacy systems, with all such work being the responsibility of the Licensee.
14. Licensee is responsible for the installation of the SAP software installation, applying necessary support packages and any system tuning required.
15. Publication processes / functionality are not included in the scope of this SOW. This can be provided as a separate SOW if needed. Note that PBF facilitates the Publication process and that has been taken out of scope.
16. COSA Project team is expected to have considerable knowledge in current personnel expenditure planning processes and master data processes in support of PEP Master Data Extractors.
17. COSA to have responsibility for project deliverables. Deliverables are to be completed per project plan. Any changes to the delivery dates are to be approved via the Change Order process (see Exhibit 5).
18. PEP is a standalone solution and there is no planned integration with other SAP or non-SAP budgeting solutions. PEP projection results are not planned to be combined with any other budget solution results as part of this implementation.
19. Custom fields from existing HCM solution are not included in the PEP data structure and are not included in the scope of our work.
20. SAP assumes that COSA is using Public Sector Funds Management including FM dimensions such as FM area, Fund Center, Commitment item , Functional Area, Funded Programs, Grants and Budget Year.

## *6.2 Personnel (Staffing) Assumptions*

1. SAP resources will work both onsite and offsite. Based on personal circumstances, scope of work to be performed, and as project workloads permit, the SAP resources may work remote.

2. The SAP Project Manager will be part time to the project. The COSA Project Manager will be needed on a full-time role in the project to facilitate oversight, project communications, and overall project governance.
3. COSA project team members will perform the following activities:
  - Provide clarification of business processes, business requirements and technical design issues;
  - Produce the deliverables defined herein, with the assistance of SAP, and integrate COSA technical solutions and IT PMO templates for key phase Work Products, Deliverables, and/or Artifacts;
  - Provide the technical resources necessary to install the PEP solution;
  - Determine when and where meetings will be held. For meetings at COSA facilities, the COSA will provide facilities [including meeting rooms, equipment, property and materials] to conduct the meeting.
  - Requirements validation (as determined necessary and appropriate by the COSA Project Team)

### *6.3 Realization Assumptions*

1. COSA project team personnel will be the primary representatives involved and participating in integration and user accepting testing and closure is dependent upon COSA personnel approvals.
2. The COSA testing team will be responsible for:
  - Creation of testing strategies (i.e., , unit, integration, and performance), with the assistance of SAP
  - Execution of scripts for integration testing
  - Validation of test
  - Authorization / security testing
  - Performance testing

### *6.4 Reporting Assumptions*

1. N/A. All report/dashboard development has been taken out of scope.

### *6.5 Conversion Assumptions*

1. PEP Data extractors are COSA's responsibility. PEP Data extractors will include the following data needs:
  - Position
  - Employee
  - Employee Benefits

- Job
  - Job Benefits
  - Pay Scale
  - Benefits
    - Benefit Rules
    - Benefit Rates
2. All data needed will come from SAP ECC system or SAP BW systems already in use at COSA.
3. Further notes on Conversions include:

Manual Conversion

- COSA is responsible for all manual conversion processes (data extraction from legacy/collection, entry into SAP, and validation). Manual conversions will be used if the volume of data is such that it will be less time consuming to manually enter data than to design, develop, and test automated conversion utilities.

Data Collection

- COSA will collect, load to SAP, and perform post-load validation for all data that is not available to be extracted from legacy in an automated fashion.

Data Cleansing

- COSA will be responsible for cleansing all legacy system data in preparation for loading to SAP. In some instances, data cleansing may occur after conversion (during cut-over activities) because the data cannot be cleansed in the Legacy system.

Extract / Transform / Load

- COSA will be responsible for extracting data from legacy systems and transforming data to the format required for loading to SAP.
- COSA will be responsible for developing data load utilities, with the assistance of SAP. COSA will be responsible for executing the load utilities during testing and production cutover.

Post-Load Validation

- COSA will be responsible for post-load validation of all converted data.

## 6.5 *Training Assumptions*

1. SAP will assist in the planning and preparation of content for two (2) workshops. Each workshop will be delivered twice. This should allow some flexibility for COSA staff work schedules. SAP assumes that these workshops are to be delivered during the Final Preparation phase.

**Licensee acknowledges and agrees that the failure on the part of Licensee to meet or fulfill any of the specified Licensee assumptions and/or Licensee Responsibilities in this SOW for the**



**Project might result in a delay in the Project, resulting in, in accordance with the Change Order Procedure, additional SAP resources, a potential increase in Project Fees as set forth in Exhibit 2 and a change in the Timeline Schedule as set forth in Exhibit 1.**

**Exhibit 2**  
to  
**Statement of Work dated August 29, 2012**  
between  
**SAP Public Services, Inc. ("SAP")**  
and  
**City of San Antonio ("Licensee")**  
to the  
**General Services Administration Schedule Contract NO.: GS-35F-0406V ("Agreement")**

**MSRP Rates**

The following categories have been defined for SAP consultants:

- K1 = Junior Consultant
- K2 = Consultant I
- K3 = Consultant II
- K4 = Consultant III
- K5 = Senior Consultant/Management Consultant
- K6 = Lead Consultant/Project Implementation Manager/Implementation Specialist
- K7 = Developer / Consulting Manager / Platinum or Senior Consultant / Global Support Manager / Senior Project Implementation Manager / Industry Specialist
- K8 = Senior Developer / Consulting Director / Consulting Vice President

The rates applicable to each category in US dollars are as follows:

	K1	K2	K3	K4	K5	K6	K7	K8
<b>Hourly Rate (1)</b>	135	160	190	221	268	317	352	400
<b>Off-Hours Hourly Rate (2)</b>	200	240	285	325	390	460	520	600
<b>On-Call Hourly Rates (3)</b>	135	135	135	135	135	135	135	135

Expenses: as incurred per visit Mileage: then current IRS mileage rate

- (1) Hourly rates are applied to consulting services provided Monday through Friday, 6:00 a.m. - 8:00 p.m., excluding holidays as observed by SAP. For work at Licensee's premises, a minimum charge amounting to four (4) hours for the given Consultant is billable.
- (2) The following constitutes Off-Hours:
  - SAP observed Holidays
  - Weekends: 8:00 p.m. Friday until 6:00 a.m. Monday
  - Weekdays: 8:00 p.m. until 6:00 a.m.
- (3) On-Call service is a pre-arranged service by which Licensee places a request to have a Consultant accessible for a specified time period. During the period for which a Consultant is accessible, On-Call Rates will be charged. If a Consultant must actually perform services during the On-Call period, the services will be billed at the appropriate Hourly Rate or Off-Hours Hourly Rate, instead of the On-Call rate. This service will be provided remotely via a telecommunications link.
- (4) Remote services can be requested via SAP's toll-free number and are provided via a telecommunications link during business hours (Monday through Friday, 6:00 a.m. - 8:00 p.m.). Remote services will be provided at the rates set forth above.
- (5) Removed
- (6) If services are pre-arranged and Licensee cancels with less than two (2) business days notice, Licensee will be billed for eight (8) hours at the applicable K-Rate.
- (7) SAP reserves the right to change the above K-Rates upon 30 days notice. Changed rates shall not apply retroactively.

**Exhibit 3**  
**to**  
**Statement of Work dated August 29, 2012**  
**between**  
**SAP Public Services, Inc. ("SAP")**  
**and**  
**City of San Antonio ("Licensee")**  
**to the**  
**General Services Administration Schedule Contract NO.: GS-35F-0406V ("Agreement")**

**SAP Staffing and Responsibilities**

***Roles & Responsibilities:*** To fulfill the requirements of this proposal, SAP will provide the following program roles and experiences:

**SAP Project Manager**

SAP has agreed to assist COSA in the management of the PEP project with a part time PM resource. The SAP PM contribution will be limited to the days that they are actually on-site with the customer. While on-sight the PM will assist the COSA Project Manager with the following activities that are the responsibility of COSA:

- Set program goals and standards as well as monitor and report on program performance;
- Set and administer program level policies and procedures as part of program governance;
- Establish management system to be used on the program as part of performance management and execution;
- Establish environment in which the team will perform and the measurements of that performance;
- Build and maintain an organization with capacity to meet program commitments;
- Develop policies and procedures that prevent the organization from inadvertently committing to delivering functions outside of the team's mandate;
- Provide for the team's professional growth through team member participation in program activities;
- Program level communications, including regular status to stakeholders, regular meetings with the program steering committee, and response to program level inquiries from senior executives and others.
- Assist the COSA Project Manager with the following:
  - Manage the overall implementation team within assigned area(s);
  - Coordinate activities between SAP and the COSA resources across both the business and technical aspects of the project;
  - Provide leadership and strategic program management for the project;
  - Coordinate project staffing and expertise;
  - Participate in project meetings and support the COSA in the strategic decision making process;
  - Network with SAP resources worldwide;
  - Participate in project Quality Assurance reviews;
  - Identify and qualify project resources where appropriate;

- Manage time entry and Work Product and/or Deliverable submission requirements.

#### SAP Functional Team Personnel

The SAP functional team will assist the COSA team with the following activities that are the responsibility of COSA:

- Develop and delivery business blueprint workshops and meetings;
- Prepare business process definitions and data mapping;
- Prepare unit/integration test scripts/scenarios, conduct tests, document test results, and correct configuration defects;
- Develop configuration concepts to support business blueprint requirements;
- Perform configuration to support business blueprint requirements;
- Prepare and deliver system demonstration in support of business processes;
- Update functional Work Products to COSA defined storage location;
- Knowledge transfer activities to COSA ;
- Performance, volume and stress testing, as needed;
- Dataconversions and system migrations;
- Validation of data conversions and system migrations, as needed.

**Exhibit 4**  
to  
**Statement of Work dated August 29, 2012**  
between  
**SAP Public Services, Inc. ("SAP")**  
and  
**City of San Antonio ("Licensee")**  
to the  
**General Services Administration Schedule Contract NO.: GS-35F-0406V ("Agreement")**

**WorkProducts**

COSA will be responsible for producing the following Project Work Products / Artifacts as defined by the Project Implementation Methodology. SAP will assist with the completion of the work products noted here. The work products represent artifacts that will remain with COSA at the completion of each key activity / phase of the project.

WP #	ASAP Phase*	Name	Comments
1	Project Preparation	Project Kick off presentation	PowerPoint that defines the project and provides kick off information to the project team and stakeholders.
2	Project Preparation	Status reporting template	The project team will complete this document weekly and provide to COSA and SAP Project Managers
3	Project Preparation	Project Issues/Risk Log	Template to be used along with instructions.
4	Blueprint	Project Schedule Update	At the beginning of each phase, the plan will be updated with additional task detail for tasks in that phase.
5	Blueprint	Blueprint Kick off presentation	PowerPoint that defines the phase kick off information to the project team and stakeholders.
6	Blueprint	Landscape definition	Define SAP technical landscape that includes PEP
7	Blueprint	Data Conversion Strategy	The data conversion strategy describes that data conversion approach and scope for COSA. The strategy will describe how each data source of legacy or legacy environment data that will be needed in the new COSA PEP environment. This includes determination of whether the conversion will be automated or manual and the tool that will be used.
8	Blueprint	Preliminary Role Descriptions	A first pass at identifying all users and then categories into roles, i.e. super user, business users, reporting users, managers, etc.
9	Realization	Project Schedule Update	At the beginning of each phase, the plan will be updated with additional task detail for tasks in that phase.
10	Realization	Realization Kick off presentation	PowerPoint that defines the phase kick off information to the project team and stakeholders.
11	Realization	Training Plan	The End User Training Plan includes: - Approach for End-User training

WP #	ASAP Phase*	Name	Comments
			<ul style="list-style-type: none"> <li>- End-user training environment requirements</li> <li>- End-user training and documentation sample</li> <li>- List of end-user training and documentation tools</li> </ul>
12	Realization	Preliminary Cutover Plan	<p>The Preliminary Cutover Plan consists of a detailed set of tasks to be executed during the cutover to live operations including:</p> <ul style="list-style-type: none"> <li>- cutover step</li> <li>- activity description</li> <li>- type of activity (environment preparation, data file submission, SAP file prep, etc)</li> <li>- team and owner</li> <li>- planned start date/time and actual start date/time</li> <li>- actual end date/time and actual end date/time</li> <li>- expected and actual duration</li> </ul>
13	Final Preparation	Project Schedule Update	At the beginning of each phase, the plan will be updated with additional task detail for tasks in that phase.
14	Final Preparation	Final Preparation Kick off presentation	PowerPoint that defines the phase kick off information to the project team and stakeholders.
15	Final Preparation	Final Cutover Plan	<p>The Final Cutover Plan is a refined version of the Preliminary Cutover Plan once we have tested it through a dress rehearsal process. It consists of a detailed set of tasks to be executed during the cutover to live operations including:</p> <ul style="list-style-type: none"> <li>- cutover step</li> <li>- activity description</li> <li>- type of activity (environment prep, data file submission, SAP file prep, etc)</li> <li>- team and owner</li> <li>- planned start date/time and actual start date/time</li> <li>- actual end date/time and actual end date/time</li> <li>- expected and actual duration</li> </ul>
16	Support	Operations Transition	Operations Transition defines and confirms the period after initial go-live when the project team transitions operations support to COSA Operations staff. This transition occurs within the first 10 days of the new production.

\* The dates of the workproducts will be determined by the Project Plan when it is created for the project.

**Exhibit 5**  
**to**  
**Statement of Work dated August 29, 2012**  
**between**  
**SAP Public Services, Inc. ("SAP")**  
**and**  
**City of San Antonio ("Licensee")**  
**to the**  
**General Services Administration Schedule Contract NO.: GS-35F-0406V ("Agreement")**

Change Order Procedure

Any change to this Statement of Work must be agreed to, in writing, by both parties. The following procedure (whether requested by Licensee or SAP) will be used to control all changes. All Requests For Change ("RFC") to the Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in consulting fees.

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.

All approved RFC's will be incorporated into the Change Order to this Statement of Work. SAP will not perform any Services outside of the Statement of Work until the RFC has been signed.

1. Describe the requested change:

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2. Define the impact, if any, on existing Deliverables:

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# Contractor Information

(Vendors) How to change your company information

Contract #: GS-35F-0406V  
 Contractor: SAP PUBLIC SERVICES, INC.  
 Address: 1300 PENNSYLVANIA AVE STE 600  
 WASHINGTON, DC 20004-3012  
 Phone: (202)312-3500  
 E-Mail: rick.burch.jr@sap.com  
 Web Address: http://www.sap.com  
 DUNS: 085800527  
 NAICS: 443120

Socio-Economic : Other than small business  
 EPLS : Contractor not found on the  
 Excluded Parties List System

Govt. Contracting Officer:  
 Gary Davis  
 Phone: 703-605-9196  
 E-Mail: garyc.davis@gsa.gov

Contract Clauses/Exceptions:  
 View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0406V		Apr 29, 2014	132 33		
					132 34		
					132 50		
					132 51		
					132 52		
					132 53		





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***Federal Supply Service***

***Authorized Information Technology  
Schedule Pricelist***

***GS-35F-0406V***

*Period Covered by Contract: May 1, 2009 THROUGH April 30, 2014*



***GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES***

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**Special Item Numbers (SIN)**

**Products/Services**

132-33	. Perpetual Software Licenses
132-34	.. Maintenance of Software
132-50	... Training Courses
132-51	.... IT Professional Services
132-52	..... Electronic Commerce Services

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE**

FPDS Code U012

**SIN 132-51 – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**SIN 132-52 – ELECTRONIC COMMERCE SERVICES**



**SAP Public Services, Inc.**  
The Ronald Reagan Building  
International Trade Center  
1300 Pennsylvania Avenue, NW  
Suite 600/North Tower/Grey  
Washington, DC 20004  
(202) 312-3500  
<http://www.sap.com>

Contract Number:  
**GS-35F-0406V**

Period Covered by Contract:  
**May 1, 2009 through April 30, 2014**

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #PS 0031, dated July 9, 2012.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>



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## SECTION 1: INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

### SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation, SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule Contractors consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

#### 1. Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic delivery only.

#### 2. Ordering Address and Payment Information for SAP Public Services, Inc. (SAP):

##### 2.1 Orders should be submitted to the following location:

Federal Sales Administrator  
SAP Public Services, Inc.  
3999 West Chester Pike  
Newtown Square, PA 19073  
(202) 312-3500  
(610) 661-3654 Fax

##### 2.2 Payment information can be obtained from, and remittance should be sent to:

Finance Manager  
SAP Public Services, Inc.  
3999 West Chester Pike  
Newtown Square, PA 19073  
(610) 661-1000



2.3 Bank account information for wire transfer payments is as follows:

Bank Transit/ABA #: 036076150  
 Bank Name: Citizens Bank of Pennsylvania  
 Bank Account #: 6213781629  
 EIN #: 54-1865804  
 SAP Contact: Public Services Finance Manager (610) 661-1000

SAP is required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: Federal Sales Administrator (202) 312-3500.

2.4 This Information Technology Pricelist is an addendum to the contract for purposes of GSA Solicitation clause C.1, Contract Terms and Conditions-Commercial Items (FAR 52.212-4) (SEP 2005) (TAILORED) (DEVIATION – MAY 2003), subparagraph (s), item (4).

3. Liability for Injury or Damage

SAP shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of Software or any of the services supplied by SAP, unless such injury or damage is due to the fault or negligence of SAP. SAP's liability for tangible property damage shall not exceed an amount up to the amount by which such damage is paid by SAP's liability insurance, which is currently not less than \$1,000,000 per occurrence with \$20,000,000 umbrella coverage.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule  
 Block 16: Data Universal Numbering System (DUNS) Number: 08-58-00527  
 Block 30: Type of Contractor – C. Large Business  
 Block 31: Woman-Owned Small Business – No  
 Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1865804

4a. CAGE Code: 1JGP2

5. FOB Destination

6. Delivery Schedule

6a. TIME OF DELIVERY. SAP shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME
<u>132-33 Perpetual Software License</u>	<u>14 Days ARO</u>
<u>132-34 Maintenance of Software</u>	<u>14 Days ARO</u>
<u>132-50 Training</u>	<u>30-90 Days ARO</u>

6b. URGENT REQUIREMENTS

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact SAP for the purpose of obtaining accelerated delivery. SAP shall reply to the inquiry within three (3) workdays after receipt.



(Telephonic replies will be confirmed by SAP in writing.) If SAP offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed-upon accelerated delivery time frame shall be delivered within this shorter delivery time, and in accordance with all other terms and conditions of the contract.

**7. Discounts**

- a. Prompt Payment: 0 % - none.
- b. Quantity - as stated in the GSA Pricelist, if any.
- c. Dollar Volume-as indicated in the GSA Pricelist; see Volume Discount Schedule on page 84.
- d. Government Educational Institutions- none.
- e. Other- Training Services and IT Professional Services- 5%

**8. Trade Agreement Act of 1979, as Amended**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. Statement Concerning Availability of Export Packing**

Export packing is not available.

**10. Small Requirements**

The minimum dollar value of orders to be issued is \$100.00.

**11. Maximum Order: (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:  
Special Item Number 132-33 - Perpetual Software Licenses  
Special Item Number 132-34 - Maintenance of Software  
Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Number (SIN) is \$25,000:  
Special Item Number 132-50 - Training Courses

**12. Ordering Procedures for Federal Supply Schedule Contracts**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. Federal Information Technology/Telecommunication Standards Requirements**

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by SAP.

**13.1 Federal Information Processing Standards Publications (FIPs-PUBs)**



Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

### **13.2 Federal Telecommunication Standards (FED-STDS)**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, S.W., Suite 8100, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number 301/975-2833.

### **14. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2001)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule. Please note that SAP does not possess a Department of Defense facility security clearance and as such can not hold valid personal security clearances for its employees. All access to classified information will need to be performed under the sponsorship of the ordering activity or customer. This includes sponsorship of SAP employees for personnel security clearances as required.

(b) Travel: SAP may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, SAP may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, SAP may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: SAP may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.



(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, SAP's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: SAP may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

#### **15. Contract Administration for Ordering Activities**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs [l] Termination for the ordering activity's convenience, and [m] Termination for Cause (See C.1.).

#### **16. GSA Advantage!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to SAP's schedule prices with ordering information.. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (e.g., Netscape). The Internet address is <http://www.fss.gsa.gov/>.

#### **17. Purchase of Open Market Items**

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;



- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

**18. SAP Commitments, Warranties and Representations**

a. For the purpose of this contract, commitments, warranties, and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by SAP.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract or not provided in writing by SAP. Terms and conditions of any orders are limited strictly to those specified in the Schedule Contract and Pricelist and agreed to by GSA. The only exception shall be those orders that incorporate additional or amended contractual provisions (e.g., pricing or payment provisions, statements of work, etc.) negotiated and mutually agreed between SAP and the ordering agency prior to issuance of such orders to SAP. In no event may an ordering activity unilaterally impose additional terms, conditions or other requirements upon SAP by virtue of their incorporation into or attachment to an order. As such, SAP and the ordering activity agree that no preprinted, attached, referenced or other terms shall apply to the other and any such additions shall be deemed void, and of no force or effect.

**19. Overseas Activities**

The terms and conditions of this contract do not apply to the purchase of Software Licenses or any orders for any services outside the 48 contiguous states including Alaska, Hawaii, Commonwealth of Puerto Rico or the District of Columbia.

**20. Blanket Purchase Agreements (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

**21. Contractor Team Arrangements**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with clauses 552.238-74, Industrial Funding Fee and Sales Reporting; i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**22. Installation, Deinstallation, Reinstallation**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and



decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**23. Section 508 Compliance**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [www.sap.com](http://www.sap.com)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**24. Prime Contractor Ordering from Federal Supply Schedules**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. Insurance – Work on a Government Installation (JAN 1997)(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all



subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. Software Interoperability**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. Advance Payments**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

## SECTION 2. TERMS AND CONDITIONS

### 2A. TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

#### 1. Inspection

The Software products licensed hereunder shall be deemed accepted when ordered and delivered to the ordering entity, consistent with SAP's commercial practice for commercial-off-the-shelf software. The ordering activity reserves the right to inspect or test any software or services that have been delivered, and may require repair or replacement of software or services within the relevant warranty period set forth in this contract.

#### 2. Performance Warranty

**2.1 Warranty Period; Warranty.** SAP warrants that the Software will substantially conform to the functional specifications contained in the Documentation for one (1) year following Delivery (the "Warranty Period") when Used without material alteration on the Designated Unit(s). SAP's warranty is subject to the ordering activity providing SAP necessary access, including remote access, to the Software. The ordering activity shall provide SAP with sufficient test time and support on the ordering activity's Designated Unit(s) to permit SAP to use reasonable efforts to correct the applicable reported defect.

#### 2.2 Scope of Warranty.

(a) The warranty set forth in this Section 2 shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) to any Extensions or Modifications; or (iii) if the defect is caused by a Modification or Extension, the ordering activity, or third-party software.

(b) SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors which do not materially affect such performance, or that the applications contained in the Software are designed to meet all of the ordering activity's business requirements.

**2.3 Express Disclaimer.** SAP AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

**2.4 Limitation of Liability.** SAP will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

#### 3. Technical Services

Provided the ordering activity purchases Software maintenance services, SAP will, without additional charge to the ordering activity, provide a hot line technical support number for the purpose of providing User assistance and guidance in the implementation of the Software. The technical support number is (610) 725-4545 or (800) 677-7271, and shall be available twenty-four (24) hours a day, seven (7) days a week.

#### 4. Software Maintenance

4.1 Software maintenance service shall include the delivery of Releases, Versions, Correction Levels and Software correction packages, support via telephone, remote support/update, and SAP's On-line Software Services. Maintenance does not include the adaptation of any Modifications or Extensions developed by or for the ordering activity to new Releases or Versions. In order to receive maintenance hereunder, the ordering activity must make all required remote support and update connections to each Designated Unit. Maintenance will only be offered for the most recent Release and the Release immediately prior thereto.

#### **4.1.1. ENTERPRISE SUPPORT SERVICES:**

This Section 4.1.1 governs the provision of support services by SAP as further defined herein ("SAP Enterprise Support") for all software licensed by Licensee hereunder (hereinafter collectively referred to as the "Enterprise Support Solutions"), excluding software to which special support agreements apply.

##### **4.1.1.1. Definitions:**

- 4.1.1.1.1 "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 rights granted hereunder.
- 4.1.1.1.2 "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.
- 4.1.1.1.3 "Production System" shall mean a live SAP system used for normal business operations and where Licensee's data is recorded.
- 4.1.1.1.4 "SAP Software Solution(s)" shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee's business.
- 4.1.1.1.5 "Service Session" shall mean a sequence of support activities and tasks carried out remotely to collect further information on an incident by interview or by analysis in a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.
- 4.1.1.1.6 "Top-Issue" shall mean issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on Licensee's core Production System.

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

##### **Continuous Improvement and Innovation**

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

### Global Support Backbone

- 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.
- SAP Notes on the SAP Service Marketplace document software errors and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that customers can implement into their SAP system. SAP Notes also documents related issues, customer 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 4.1.1.2.4

### Mission Critical Support

- Global message handling by SAP for problems related to Enterprise Support Solutions (excluding software to which special support agreements apply), including Service Level Agreements for Initial Reaction Time and Corrective Action.
- Global 24x7 root cause analysis and escalation procedures.
- SAP Support Advisory Center – as described in Section 4.1.1.2.2
- Continuous Quality Checks – as described in Section 4.1.1.2.3

### Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to help optimize available resources with SAP EarlyWatch Alert.
- Collector components for systems to report on the status of the Enterprise Support Solutions.
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, Best Practices, an Implementation Guide (IMG), Business Configuration (BC) Sets and Customizing Monitoring.
- Access to the 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 data about best business practices, service offerings, etc.

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

In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provide remote access as specified in Section 4.1.1.3.2(iii). SAP Enterprise Support is provided exclusively to Licensee's Customer Center of Expertise.

The following Service Level Agreements ("SLA" or "SLAs") shall apply to all Licensee support messages that SAP accepts as being Priority 1 or 2 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the completion of Licensee's implementation of the mandatory recommendations resulting from the Initial Assessment specified in Section 4.1.1.2.2 below. As used herein, "Calendar Quarter" is the three month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year.



#### 4.1.1.2.1.1 SLA for Initial Response Times:

- a. Priority 1 Support Messages ("Very High"). SAP shall respond to Priority 1 support messages within one (1) hour of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 support messages. A message is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the Production System, or Top-Issues
- b. Priority 2 Support Messages ("High"). SAP shall respond to Priority 2 support messages within four (4) hours of SAP's receipt (during SAP's normal business hours in the region Licensee is located) of such Priority 2 support messages. A message is assigned Priority 2 if normal business transactions are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system that are required to perform such transactions and/or tasks.

4.1.1.2.1.2 SLA for Corrective Action Response Time for Priority 1 Support Messages: SAP shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 1 support message within four (4) hours of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 support message ("SLA for Corrective Action"). In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Licensee actions to support the resolution process; (iv) to the extent possible, due dates for SAP's actions; and (v) date and time for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The SLA for Corrective Action only refers to that part of the processing time when the message is being processed at SAP ("Processing Time"). Processing Time does not include the time when the message is on status "Partner Action", "Customer Action" or "SAP Proposed Solution", whereas (a) the status Partner Action means the support message was handed over to a technology or software partner of SAP or a third party vendor of SAP for further processing; (b) the status Customer Action means the support message was handed over to Licensee; and (c) the status 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 (status "SAP Proposed Solution"), a workaround or an action plan; or if Licensee agrees to reduce the priority level of the message.

#### 4.1.1.2.1.3 Prerequisites and Exclusions.

4.1.1.2.1.3.1 Prerequisites. The SLAs shall only apply when the following prerequisites are met for all support messages: (i) support messages are related to releases of Enterprise Support Solutions which are classified by SAP with the shipment status "unrestricted shipment"; (ii) support messages are submitted by Licensee in English via the SAP Solution Manager Software 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 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.

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

4.1.1.2.1.4 Service Level Credit.

4.1.1.2.1.4.1 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 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.

4.1.1.2.1.4.2. Subject to Section 4.1.1.2.1.4.1 above, in the event that the timeframes for the SLA's are not met (each a "Failure"), the following rules and procedures shall apply: (i) Licensee shall inform SAP in writing of any alleged Failure; (ii) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Licensee's claim; (iii) Licensee shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the SLAs; (iv) subject to this Section 4.1.1.2.1.4, 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 thirty (30) days after the end of a Calendar Quarter in which a Failure occurs. No penalties will be paid unless notice of Licensee's claim for SLC(s) is received by SAP in writing. The SLC stated in this Section 4.1.1.2.1.4 is Licensee's sole and exclusive remedy with respect to any alleged or actual Failure.

4.1.1.2.2 **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) remote certification of the SAP Customer Center of Expertise if requested by Licensee; and (iv) providing guidance in cases in which Continuous Quality Checks (as defined in Section 4.1.1.2.3 below), an action plan and/or written recommendations of SAP show a critical status (e.g., a red CQC report) of the Enterprise Support Solution.

As preparation for the Service Level Agreement and Continuous Quality Check delivery through 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. For eight hours per day (9AM to 5PM Eastern Standard Time) five days a week (Monday through Friday, excluding public holidays) communication with the support advisory with the Support Advisory Center is also possible via customer message using component SV-ES-SAC for SAP Enterprise Support related mission critical service related requests.

The Support Advisory Center is only responsible for the above mentioned mission critical support tasks to the extent these tasks are directly related to issues regarding the Enterprise Support Solutions.

**4.1.1.2.3 SAP Continuous Quality Check.** In case of critical situations related to the SAP Software Solution (such as, implementation, upgrade, migration or Top Issues), SAP will provide at least one Continuous Quality Check (the "Continuous Quality Check" or "CQC") per year for each SAP Software Solution. The CQC portfolio of services for licensees includes, but is not limited to,

- SAP GoingLive™ Check for an implementation project going productive.
- SAP GoingLive™ Functional Upgrade Check for an upgrade to a higher release.
- SAP OS/DB Migration Check

The CQC may consist of one or more manual or automatic remote Service Sessions. SAP may deliver further CQC's in cases where vital alerts reported by 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 priorities of a CQC, shall be mutually agreed upon between the parties. At the end of a CQC, SAP will provide Licensee with an action plan and/or written recommendations. Licensee acknowledges that all or part of the CQC sessions may be delivered by SAP and/or a certified SAP partner acting as SAP's subcontractor and based on SAP's CQC standards and methodologies. Licensee agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of CQC's hereunder.

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

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

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

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

SAP Solution Manager Enterprise Edition is subject to the usage rights granted in the Agreement and may not be used for any other purposes than those specified herein. The right to use any SAP Solution Manager Enterprise Edition capabilities other than those above is subject to a separate

written agreement with SAP, even if such capabilities are contained in or related to SAP Solution Manager Enterprise Edition.

#### 4.1.1.3. Licensee's Responsibilities.

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

**4.1.1.3.2 Other Requirements.** In order to receive SAP Enterprise Support hereunder, Licensee must:

(i) Continue to pay all Enterprise Support Service Fees for the Software licensed hereunder and in accordance with the terms provided herein.

(ii) Otherwise fulfill its obligations hereunder.

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

(iv) Establish and maintain an SAP certified CCOE meeting the requirements specified in Section 4.1.1.4 below within twelve months of the Effective Date of Licensee's initial SAP software license order.

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

(vi) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager system. See SAP Note 207223 for information on setting up this service.

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

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

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

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

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

The CCOE must fulfill the following basic functions:

- **Support Desk:** Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be jointly reviewed in the framework of the service planning process and the certification audit.
- **Contract administration:** Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- **Coordination of innovation requests:** Collection and coordination of development requests from the Licensee. In this role the CCOE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Software and to ensure that planned modifications are in alignment with the SAP software and release strategy. The CCOE shall also coordinate Licensee's Modification notification and disclosure requirements.
- **Information management:** Distribution of information (e.g., internal demonstrations, information events and marketing) about Software and the CCOE within the Licensee's organization.
- **Service Planning:** Licensee shall regularly engage in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

All Named Users may have access to SAP's support portal however, only Licensee CCOE employees are authorized to contact SAP after attempting to resolve the matter. In the event Licensee does not establish and maintain a certified CCOE(s) in accordance with the above (including any required recertification), SAP shall be entitled to increase Licensee's then current maintenance percentage factor then in effect. Licensee is required to certify their CCOE through an audit, conducted by SAP, verifying Licensee's compliance with the obligations described in this Section 4.1.1.4. Detailed information on the initial certification and re-certification process and conditions are available in SAP CCCNet in the SAP Service Marketplace.

**4.1.1.5. Enterprise Support Fees.** SAP Enterprise Support is priced at twenty-two percent (22%) of net software license fees per year. SAP Enterprise Support Fees shall be paid quarterly in arrears and shall be specified in orders executed hereunder. SAP Enterprise Support offered by SAP may be changed annually by SAP at any time upon three months prior written notice. After the initial term, the Enterprise Support Fees and any limitations on increases are subject to Licensee's compliance with the CCC requirements specified above.

Subject to any individual customer's existing contractual commitments with SAP, which SAP will continue to honor, for SAP software licenses acquired by the customer prior to July 2008 that were maintained under SAP Standard Maintenance based on a Maintenance Factor of 17%, commencing January 1, 2009, such 17% Factor shall be subject to an annual increase each subsequent January 1 as set forth in the table below until such time that the Maintenance factor reaches 22%.

Calendar Year	2011	2012	2013	2014	2015	2016
Maintenance Factor	18.9%	19.5%	20.1%	20.84%	21.4%	22%

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

4.1.1.7. **Changes to Licensee Information.** In order to receive SAP Enterprise Support hereunder, Licensee undertakes to inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the Enterprise Support Solutions. To ensure compliance with these terms, SAP shall be entitled to periodically monitor (i) the correctness of the information Licensee provided and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in Section 4.1.1.2.4.

4.1.1.8. **Reinstatement.** In the event Licensee elects not to commence SAP Enterprise Support upon the first day of the month following initial delivery of the Software, or SAP Enterprise Support is otherwise terminated pursuant to section 4.1.1.6 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued SAP Enterprise Support Fees associated with such time period plus a reinstatement fee.

4.1.1.9. **Other Terms and Conditions.**

4.1.1.9.1 In order to receive SAP Enterprise Support hereunder, Licensee shall have obtained all licenses for the Licensee Solutions and the only support and/or maintenance services received by Licensee for such Licensee Solutions shall be the services described herein.

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

4.1.1.9.3 FAILURE TO UTILIZE SAP ENTERPRISE SUPPORT PROVIDED BY SAP MAY PREVENT SAP FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE.

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

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

4.1.2 **SAP PRODUCT SUPPORT FOR LARGE ENTERPRISES SCHEDULE**

This Section 4.1.2 governs the provision of support services by SAP for certain large enterprises as further defined herein ("SAP Product Support for Large Enterprises") for all software licensed by Licensee under the Agreement (hereinafter collectively referred to as the "PSLE Solutions"), excluding software to which special support agreements apply. The only entity authorized to purchase the PSLE Solutions under this contract is the U.S. Navy. Other entities may be authorized to purchase this service in the future in SAP's sole discretion.

#### 4.1.2.1 Definitions:

4.1.2.1.1 "Business Objects" shall mean Business Objects S.A., a société anonyme, organized under the laws of the Republic of France and any corporation or other entity of which it owns, either directly or indirectly, more than fifty percent (50%) of the stock or other equity interests.

4.1.2.1.2 "Net License Value" shall mean the undiscounted license fees for PSLE Solutions licensed by Licensee minus all discounts granted by SAP but before any migration credit is applied.

4.1.2.1.3 "Licensee Solution" shall mean PSLE Solutions and any other software licensed by Licensee from third parties, provided such third party software is operated in conjunction with PSLE Solutions.

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

4.1.2.1.5 "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.

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

For purposes of this Schedule only, "Software" as defined under the Agreement shall include software licensed from Business Objects.

4.1.2.2 Scope of SAP Product Support for Large Enterprises. Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, SAP Product Support for Large Enterprises services. SAP Product Support for Large Enterprises includes:

##### **Continuous Improvement and Innovation**

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

##### **Problem Resolution**

- SAP Notes - SAP's knowledge database documenting software errors and containing information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that customers can implement into their SAP system. SAP Notes also documents related issues, customer 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 PSLE Solutions .
- Global 24x7 escalation procedures.

##### **Empowering Proactive Services**

- SAP shall provide Licensee with access to SAP's remote services methodology, and Licensee shall be entitled to perform proactive support services for the PLSE Solutions using such accessed methodology.

##### **SAP Product Support for Large Enterprises Roadmap Planning**

- Up to two times per calendar year, Licensee and SAP will meet (with such meeting to occur as mutually agreed between the parties, including meeting format (e.g., telephone or in person) and location) to exchange information about Licensee's current or planned global projects to implement or upgrade PSLE Solutions, to review Top-Issues and risk mitigation plans and to discuss quality assurance topics with regard to end-to-end operations of and support for Licensee's PSLE Solutions, and to generally align on collaboration between Licensee and SAP in the area of support activities and delivery of SAP Product Support for Large Enterprises for Licensee's PSLE Solutions.
- Licensee shall contact the Local Support Manager of SAP to request the scheduling of such meeting.

- Licensee acknowledges and agrees that representatives from Licensee's Customer COE shall participate in such meetings.

**SAP Solution Manager Enterprise Edition** as described in Section 4.1.2.4 below

**Other Components, Methodologies, Content and Community Participation**

- Monitoring components and agents for systems to help optimize available resources with SAP EarlyWatch Alert.
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, Implementation Guides (IMG), Business Configuration (BC) Sets and Customizing Monitoring.
- Access to SAP Best Practices via the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Access to SAP's customer and partner community via the SAP Service Marketplace, which provides data about best business practices, service offerings, etc.

**4.1.2.3 Global Message Handling.** When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid and bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. When Licensee creates an error message, the system automatically collects important system data (e.g., transaction code, program ID, Support Package level, message number, etc.). All persons involved in the message solving process can access the status of a submitted 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 provide remote access as specified in Section 4.5.3.2(iii). SAP Product Support for Large Enterprises is provided exclusively to Licensee's Customer Center of Expertise ("Customer COE").

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

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

SAP Solution Manager Enterprise Edition is subject to the usage rights granted in the Agreement and may not be used for any other purposes than those specified herein. The right to use any SAP Solution Manager Enterprise Edition capabilities other than those above is subject to a separate written agreement with SAP, even if such capabilities are contained in or related to SAP Solution Manager Enterprise Edition.

**4.1.2.5 Licensee's Responsibilities.**

**4.1.2.5.1 SAP Product Support for Large Enterprises Program Management.** In order to receive SAP Product Support for Large Enterprises hereunder, Licensee shall designate a qualified English speaking contact within its SAP Customer Center of Expertise (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.

**4.1.2.5.2 Other Requirements.** In order to receive SAP Product Support for Large Enterprises hereunder, Licensee must:

- (i) Continue to pay all SAP Product Support for Large Enterprise Service Fees in accordance with the contract.



- (ii) Otherwise fulfill its obligations under the contract.
- (iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for problem analysis as part of message handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner.
- (iv) The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- (v) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4 below within twelve months of the Effective Date of this Schedule.
- (vi) Have installed, used productively and activated for service delivery, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, ABAP, and the latest SAP Solution Manager Enterprise Edition Software 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 207223 for information on setting up this service.
- (viii) 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.
- (ix) Establish a connection between Licensee's SAP Solution Manager Software installation and SAP and a connection between the Licensee Solutions and Licensee's SAP Solution Manager Software installation. Licensee shall maintain the solution landscape in Licensee's SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Licensee shall maintain the PSLE Solutions and core business processes in Licensee's SAP Solution Manager Enterprise Edition system at least for 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) Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the PSLE Solutions.

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

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

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours [at least 8 hours a day, 5 days (Monday through Friday) a week]. Licensee support process and skills will be jointly reviewed in the framework of the service planning process and Customer COE 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. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Software and to ensure that planned modifications are in alignment with the SAP software and release strategy. The Customer COE shall also coordinate Licensee's Modification notification and disclosure requirements.

- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Software and the Customer COE within the Licensee's organization.
- Service Planning: Licensee shall regularly engage in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

To obtain Customer COE certification from SAP, Licensee's Customer COE will undergo an audit procedure that covers the basic functions stated above as well as the business process support operations based on the RunSAP methodology. Detailed information on the initial certification and re-certification process and conditions are available in SAP CCCNet in the SAP Service Marketplace. In the event Licensee does not establish and maintain a certified Customer COE(s) in accordance with the above (including any required recertification), SAP shall be entitled to increase Licensee's then-current SAP Product Support for Large Enterprises Factor then in effect.

#### 4.1.2.7 Maintenance and Revenue Thresholds.

4.1.2.7.1 Licensee shall be eligible to receive SAP Product Support for Large Enterprises from the date at which Licensee informs SAP in writing about the meeting of both of the following criteria and SAP concurs: (i) the aggregate of the overall yearly expenditure of Licensee on the following exceeds or is equal to USD 7,000,000 (the "Maintenance Threshold"): (a) SAP Enterprise Support, whereas, for purposes of this paragraph, yearly expenditures shall be deemed to be the product of seventeen percent (17%) times the applicable Net License Value, irrespective of the then current SAP Enterprise Support Factor in effect, (b) SAP Product Support for Large Enterprises (currently 17%) times the applicable Net License Value, (c) SAP Standard Support, (d) Maintenance for software licensed from Business Objects; and (e) MaxAttention; and (ii) the Net License Value exceeds or is equal to USD 40,000,000 (the "License Threshold").

4.1.2.7.2 During the term of this Schedule, Licensee shall be responsible for determining whether Licensee still exceeds the Maintenance Threshold and/or the License Threshold. Upon Licensee's request, SAP will assist Licensee in this determination. If Licensee falls below either or both of these thresholds: (i) Licensee shall inform SAP thereof immediately; (ii) from the date Licensee falls below the Maintenance Threshold and/or the Licensee Threshold: (a) the SAP Product Support for Large Enterprises Factor for Licensee's PSLE Solutions under Appendices to the Agreement is replaced by an SAP Product Support for Large Enterprises Factor of 18.36% in 2010; 18.9% in 2011; 19.5% in 2012; 20.1% in 2013; 20.8% in 2014; 21.4% in 2015; 22% in 2016. For the years 2013 and thereafter, the then current SAP Enterprise Support Factor according to SAP's then current price list applies; (b) The scope of SAP's support shall remain as defined in Section 2 above; (c) the SAP Product Support for Large Enterprises Factor for any additional purchases of software licenses subsequent to falling below the Maintenance Threshold and/or the License Threshold will be 22% until 2016; and thereafter the then current SAP Enterprise Support Factor according to SAP's then current price list; (iii) SAP will offer to Licensee SAP Enterprise Support in accordance with its then current terms. If Licensee accepts SAP's offering, the following shall apply: (a) the SAP Enterprise Support Fees shall remain as outlined under 4.5.5.2(ii) above, and (b) the SAP Enterprise Support Factor for additional purchases of software licenses subsequent to switching to SAP Enterprise Support will be 22% until 2016; and thereafter the then-current SAP Enterprise Support Factor according to SAP's then current price list.

4.1.2.7.3 Licensee is not eligible for SAP Product Support for Large Enterprises: (i) during the period between meeting the criteria under 5.1 and the date at which SAP receives written notice from Licensee that Licensee meets these criteria and SAP concurs; and (ii) during the period between the date at which Licensee falls below the criteria under 5.1 and the date at which Licensee informs accordingly.

4.1.2.7.4 Licensee shall not receive any refund, including, but not limited to, previously paid maintenance fees, e.g., fees paid for SAP Enterprise Support.

4.1.2.7.5 Fees for SAP Product Support for Large Enterprises. SAP Product Support for Large Enterprises is priced at seventeen percent (17%) of net software license fees per year. SAP Product Support for Large Enterprise Fees shall be paid quarterly in arrears and shall be specified in delivery orders issued hereunder. After the initial term, the Enterprise Support Fees and any limitations on increases are subject to Licensee's compliance with the Customer COE requirements specified above.

4.1.2.8 Termination. After the initial term, SAP Product Support for Large Enterprises may be terminated by either party with ninety (90) days written notice prior to the start of the following renewal period. Any termination will be effective at the end of the then-current SAP Product Support for Large Enterprise period during which the termination notice is received by SAP. Notwithstanding the forgoing, SAP may terminate SAP Product Support

for Large Enterprises after thirty (30) days written notice of Licensee's failure to pay Product Support for Large Enterprise Fees.

**4.1.2.9 Verification.** In order to receive SAP Product Support for Large Enterprises hereunder, Licensee undertakes to inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the PSLE Solutions. To ensure compliance with the terms of this Schedule, SAP shall be entitled to periodically audit (at least once annually and in accordance with SAP standard procedures) (i) whether Licensee is eligible to receive SAP Product Support for Large Enterprises; (ii) the correctness of the information provided by Licensee in accordance with Section 5; and (iii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in this Schedule. If at any point during the term of this Schedule SAP determines that Licensee has fallen below either the Maintenance Threshold or License Threshold defined above, Section 5 shall apply accordingly.

**4.1.2.10 Reinstatement.** In the event Licensee elects not to commence SAP Product Support for Large Enterprises upon the first day of the month following initial delivery of the Software, or SAP Product Support for Large Enterprises is otherwise terminated pursuant to Section 4.5.7 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued SAP Product Support for Large Enterprises Fees associated with such time period plus a reinstatement fee.

**4.1.2.11 Other Terms and Conditions.**

**4.1.2.11.1** The scope of SAP Product Support for Large Enterprises may be changed by SAP at any time upon three months prior written notice.

**4.1.2.11.2** SAP does not support any software other than PSLE Solutions.

**4.1.2.11.3** Licensee hereby confirms, as of the Effective Date of this Schedule: (i) Licensee has obtained all licenses for the Licensee Solutions; and (ii) the only support and/or maintenance services received by Licensee for PSLE Solutions are the SAP Product Support for Large Enterprises pursuant to this Schedule and any other support/maintenance services provided by and separately priced and charged for by SAP which are in addition to SAP Product Support for Large Enterprises (e.g., SAP MaxAttention).

**4.1.2.11.4** As a condition of receiving SAP Product Support for Large Enterprises hereunder, Licensee shall not reallocate users and/or Software to the PSLE Solutions from other SAP Software Solutions that are not covered under SAP Product Support for Large Enterprises, without the express consent of SAP.

**4.1.2.11.5 FAILURE TO UTILIZE SAP PRODUCT SUPPORT FOR LARGE ENTERPRISES 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.**

**4.1.2.11.6** In the event SAP licenses third party software to Licensee under the Agreement, SAP shall provide SAP Product Support for Large Enterprises on such third party products to the degree the applicable third party makes the necessary services available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Product Support for Large Enterprises.

**4.1.2.11.7** SAP Product Support for Large Enterprises is provided according to the current maintenance phases of SAP Software releases as stated in <http://service.sap.com/releasesstrategy>.

### **4.1.3 SAP STANDARD SUPPORT SCHEDULE**

This Section 4.1.3 governs the provision of support services by SAP as further defined herein ("SAP Standard Support") for all software licensed by Licensee hereunder (hereinafter collectively referred to as the "Standard Support Solutions"), excluding software to which special support agreements apply exclusively.

#### **4.1.3.1. Definitions**

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

**4.1.3.1.2** "Local Office Time" shall mean 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 SAP's registered office.

#### **4.1.3.2. Scope of SAP Standard Support**

Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the United States, 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.
- 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 currently 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, customer 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 a submitted 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 4.1.3.3.2(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. Otherwise SAP begins message handling (i) In case of incidents which prevent operation: If these are reported before 12:00 am Local Office Time, message handling will begin on the next working day at the latest. If they are reported after 12:00 am Local Office Time, message handling will begin on the day following the next working day at the latest; (ii) In case of incidents which hinder operation: message handling will begin within a reasonable period of notification and according to the severity of the malfunction; (iii) other errors will be eliminated in the next release.
- Global 24x7 escalation procedures.

### **Remote Services**

- SAP Standard Support currently includes a choice of one of the following services per live installation per year:
  - One GoingLive Check (for example, 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 ("Service Session"). A Service Session consists of 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.

- In order to meet the requested delivery date for a remote service, the service has to be ordered at least two months in advance of the desired service delivery date. The right to services only exists for a specific installation and is not transferable to other installations.
- Further information and detail about individual SAP 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 of software and technology maintenance for Standard Support Solutions and (ii) project reporting, business blueprinting and configuration, Early Watch Alert, SAP NetWeaver-based component monitoring, operation of a support desk only for Standard Support Solutions and for managing change requests solely related to and only within Standard Support Solutions.
- SAP Solution Manager Enterprise Edition shall only be used during the term of this Schedule by the 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 an additional fee and a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition.
- SAP may update the use cases for SAP Solution Manager Enterprise Edition under SAP Standard Support from time to time. SAP shall post such updated use cases on the SAP Service Marketplace under <http://service.sap.com/solutionmanager> or SAP's then current support portal, and such use cases shall apply to Licensee's use of SAP Solution Manager Enterprise Edition on a going-forward basis.

In the event Licensee terminates SAP Standard Support and receives SAP Enterprise Support in accordance with Section 4.1.3.6, Licensee's use of SAP Solution Manager 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 system status information of the Standard Support Solutions (e.g., SAP EarlyWatch Alert).
- Administrative integration of distributed systems through SAP Solution Manager Enterprise Edition.
- 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.

#### **4.1.3.3. Licensee's Responsibilities**

##### **4.1.3.3.1 SAP Standard Support Program Management**

In order to receive SAP Standard Support hereunder, Licensee shall designate a qualified English speaking contact within its 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.

##### **4.1.3.3.2 Other Requirements**

Licensee must further satisfy the following requirements:

- (i) Continue to pay all Standard Support Fees in accordance with the contract and this Schedule.
- (ii) Otherwise fulfill its obligations under the contract and this Schedule.
- (iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for problem analysis as part of message handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- (iv) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4.1.3.4 below within twelve months of the Effective Date of this Schedule.
- (v) Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, ABAP, 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 Standard Support Solutions 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.

#### **4.1.3.4. Customer Center of Expertise**

##### **4.1.3.4.1 Role of the Customer COE**

Licensee is required to establish a Customer COE meeting the requirements specified below within twelve months of the Effective Date of this Schedule. The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization.

##### **4.1.3.4.2 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. 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.

#### 4.1.3.4.3 Customer COE Certification

If Licensee does not already have a certified Customer COE when initially electing Standard Support, Licensee must establish a certified Customer COE within one (1) year from having done so. Upon request, SAP may grant Licensee an extension to such period. To obtain Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure that covers the basic functions (primary certification). Detailed information on the initial certification and re-certification process and conditions are available in SAP Service Marketplace at <http://service.sap.com/coe>.

#### 4.1.3.5. Fees for SAP Standard Support

SAP Standard Support Fees are priced at eighteen percent (18%) of net software license fees per year. SAP shall have the right to increase this factor after Licensee's completion of the initial term and subsequent renewal period consistent with its commercial practice for all customers generally. SAP Standard Support Fees shall be paid quarterly in arrears and shall be specified in delivery orders issued hereunder. After the initial year of Standard Support, the SAP Standard Support Fees and any limitations on increases are subject to Licensee's compliance with the Customer COE requirements specified above.

#### 4.1.3.6. Termination

4.1.3.6.1 SAP Standard Support may be terminated by either party with ninety (90) days 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 will be effective at the end of the then-current SAP Standard Support period during which the termination notice is received by SAP. Notwithstanding the forgoing, SAP may terminate SAP Standard Support after thirty (30) days written notice of Licensee's failure to pay Standard Support Fees.

4.1.3.6.2 Notwithstanding Licensee's rights under Section 4.1.3.6.1, and provided Licensee is not in default of any obligations under the Agreement, Licensee may select SAP Enterprise Support with ninety (90) days notice to SAP either (i) with respect to all orders for support that are solely on a calendar or fiscal 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 the anniversary date of any such renewal. 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 a delivery order or other document to the Agreement memorializing Licensee's selection and SAP's then-current terms and conditions.

4.1.3.6.3 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 contract shall strictly apply to all licenses under the contract 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 contract or this Schedule.

#### 4.1.3.7. 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.

#### 4.1.3.8. 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 4.1.3.6.1 above without exercising rights under Section 4.1.3.6.2 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.

#### **4.1.3.9. Other Terms and Conditions**

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

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

4.1.3.9.3 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 the initial Standard Support Solutions licensed occurs 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.

4.1.3.9.4 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.

4.1.3.9.5 In the event SAP licenses third party software to Licensee under the contract, SAP shall provide SAP Standard Support on such third party software to the degree the applicable third party makes such SAP Standard 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. If the licensing agreement between SAP and a third-party vendor is terminated, support for this vendor's third-party software will be provided through SAP according to the defined support processes until the end of the wind-down period agreed upon between SAP and the third-party vendor.

4.1.3.9.6 SAP Standard Support is provided according to the current maintenance phases of SAP software releases as stated in <http://service.sap.com/releasestrategy>. Extended Support for certain releases of the software is available at additional license fee.

#### **4.1.4.1 Changing SAP Support Plans**

4.1.4.1.1 **Special Offer for 2010 for Existing Customers.** SAP Standard Support is being initially offered to customers in 2010. Provided that Licensee customers contact SAP by March 15, 2010 and notify SAP of their intention to change their current SAP Support Plan to SAP Standard Support, such change may be retroactively applied to January 1, 2010.

4.1.4.1.2 **Eligibility to Change SAP Support Plans.** Only customers who are not in default of any payment obligations to SAP under this or any other agreement with SAP, including without limitation the respective software license fees and maintenance/support fees due and owing under this Contract are eligible to change SAP Support Plans hereunder.

4.1.4.1.3. **Single Support Plan.** Customers may not contract for more than one Support Plan with SAP. The customer's entire SAP landscape must be supported under a single SAP Support Plan.

4.1.4.1.4. **Other Prerequisites for Changing SAP Support Plans.** Customers electing to change SAP Support Plans must commit to remain on the relevant Support Plan for an initial term defined by SAP in the relevant delivery order, which shall in no event be less than twelve continuous months.

4.2 On-line Software Service (OSS) database. User activities selecting Software maintenance receive Online Software Services, also known as the Online Service System ("OSS"). During the warranty period and included in the Software maintenance fee is the ability for the ordering activity to access SAP's OSS database. The OSS database contains information about licensed SAP Software and permits communication with SAP. SAP processes error messages passed on by the ordering activity via OSS with the same priority as other error messages. The OSS database also contains messages from third parties, which are not issued or approved by SAP. The ordering activity therefore, must test all messages before applying such messages to its productive operations to see if such messages are appropriate.



4.3 Invoices for maintenance service shall be submitted by SAP quarterly in arrears. The initial invoice for maintenance service will be prorated.

In the event maintenance does not commence upon delivery of the Software, or is otherwise declined for some period of time, and is subsequently requested or reinstated by the ordering activity, SAP will invoice the ordering activity the accrued maintenance service fees associated with such time period plus a reinstatement fee.

## **5. Period of Maintenance**

5.1 SAP shall honor orders for periods for the duration of the contract period or a lesser period of time.

5.2 Maintenance may be discontinued by the ordering activity on ninety (90) calendar days written notice to SAP.

5.3 Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.

5.4 Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

Ordering activities should notify SAP in writing ninety (90) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if maintenance is to be continued during the subsequent period.

## **6. Utilization Limitations**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101. Pursuant to valid, funded orders for software licenses issued hereunder, SAP grants a non-exclusive, perpetual (unless terminated in accordance with the termination provisions herein) license to Use the Software, Documentation, other SAP Proprietary Information, at specified site(s) within the Territory to run Licensee's internal business operations, and to provide internal training and testing for such internal business operations and as may be further set forth in orders hereto. This license does not permit Licensee to use the SAP Proprietary Information to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training). Business Partners may have screen access to the Software solely in conjunction with Licensee's Use and may not Use the Software to run any of their business operations. Licensee agrees to install the Software only on hardware identified by Licensee that has been previously approved by SAP in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the Software (the "Designated Unit"). Any individuals that Use the Software, including employees or agents of Subsidiaries and Business Partners, must be licensed as Named Users. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

b. When acquired by the ordering activity, commercial computer Software and related Documentation shall be subject to the following:

- (1) Title to and ownership of the Software and Documentation, and any Modifications or Extensions thereto, shall remain with SAP or respective licensor, unless otherwise specified. SAP retains title to all Modifications and Extensions created by the ordering activity, but the ordering activity shall have a perpetual, royalty-free license to use such Modification or Extensions in conjunction with the Software in accordance with the terms of this Contract. All Modifications and Extensions to the Software and Documentation shall be considered part of the Software and Documentation.

(2) Software is licensed by User, by designated site, and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The Software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the Software is placed at, even if the subdivision did not participate in the acquisition of the Software, provided that each individual permitted such access is a licensed User. Further, the Software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the Software placed at one ordering activity's site, provided that each individual permitted such access is a licensed User. This would allow other ordering activities access to one ordering activity's database. For ordering activity public domain databases, user agencies and, subject to third party database vendor restrictions, third parties may use the computer program to enter, retrieve, analyze and present data, provided that each individual permitted such access is a licensed User. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect SAP's proprietary property with any third parties that are permitted access to the Software and Documentation in connection with the user ordering activity's permitted use of the Software and Documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity and must be identified as licensed Users.

(3) Except as is provided in paragraph 6.b.(2) above, the ordering activity shall not provide or otherwise make available the Software or Documentation, or any portion thereof, in any form, to any third party without the prior written approval of SAP. Third parties do not include prime contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed Software and Documentation at the facility, and who have agreed to use the licensed Software and Documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use Software, Documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the commercial computer Software and Documentation on the approved Designated Unit for which it is acquired at any other facility to which that Designated Unit may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the commercial computer Software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the commercial computer Software and Documentation with a backup computer when the primary Designated Unit is inoperative; to copy Software for safekeeping (archives) or backup purposes; to transfer a copy of the commercial computer Software to another site for purposes of benchmarking new hardware and/or Software; and to modify the Software and Documentation or combine it with other Software, provided that the unmodified portions shall remain subject to these restrictions.

The ordering activity shall maintain a log of the number and location of all originals and copies of the commercial computer Software. The ordering activity shall include, and shall under no circumstances remove, SAP's and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the Software, Documentation, third-party database, third party software or SAP Proprietary Information in the same form and location as the notice appears on the original work. The inclusion of a copyright notice on any portion of the commercial computer Software, Documentation, third-party database, third party software or SAP Proprietary Information shall not cause or be construed to cause it to be a published work.

(5) "Commercial computer Software" may be marked with SAP's or SAP's licensors' standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

c. The ordering activity shall cease use of all licensed SAP Proprietary Information hereunder within thirty days after SAP gives the ordering activity notice of the ordering activity's material breach of any provision of the

Contract (other than ordering activity's breach of its obligations under Section 4, Subsection 4, Paragraph 7 of the Schedule Pricelist which breach shall result in immediate cessation of use of all licensed SAP Proprietary Information), including more than thirty days delinquency in ordering activity's payment of any money due hereunder, unless ordering activity has cured such breach during such thirty day period. The ordering activity shall irretrievably delete and/or remove such items from all computer hardware and storage media and the ordering activity shall deliver to SAP (adequately packaged and insured for safe delivery) or destroy all copies of the SAP Proprietary Information in every form. The ordering activity agrees that an officer of the ordering activity's organization shall certify in writing to SAP that it has performed the foregoing. The ordering activity shall not be entitled to any refund of any payments made by the ordering activity and title to the SAP Proprietary Information shall not pass to the ordering activity.

d. Licensee may make Modifications to the Software, and shall be permitted to use Modifications with the Software in accordance with this contract. Licensee shall comply with SAP's registration procedure prior to making changes to the source code. All Modifications and all rights associated therewith shall be the exclusive property of SAP and SAP AG. Licensee agrees to execute those documents reasonably necessary to secure SAP's rights in the foregoing. SAP retains the right to independently develop enhancements to the Software and Licensee agrees not to take any action that would limit SAP's sale, assignment, licensing or use of its own Software or Modifications or enhancements thereto.

e. Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Except for the rights set forth below, Licensee is not permitted to make derivative works of the Software and ownership of any unauthorized derivative works shall vest in SAP. SAP and Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information.

## **7. Software Conversions – (132-33)**

The ordering activity may transfer the commercial computer Software, third-party database and third party software from one Designated Unit to another at no additional license fee, and shall provide written notice to SAP within five business days of such installation. The ordering activity shall be responsible for the cost of any migration tools, third-party database or third party software costs, or additional Software or third party software required for the new Designated Unit. The Software and third-party database must be promptly deleted in their entirety from the Designated Unit no longer in use and from each back-up copy for that Designated Unit.



**SECTION 2B. TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING RELATED TO GENERAL PURPOSE INFORMATION  
TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

**1. Scope**

a. SAP shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this contract.

b. SAP shall provide training at SAP's facility and/or at the ordering activity's location, as agreed to by SAP and the ordering activity.

**2. Order**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. Time of Delivery**

SAP shall conduct training on the date (time, day, month, and year) agreed to by SAP and the ordering activity.

**4. Cancellation and Rescheduling**

a. The ordering activity will notify SAP at least fourteen (14) calendar days before the scheduled training date, if a student will be unable to attend. SAP will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for fifty (50%) percent of the course fee for the contracted dollar amount of the training course. No cancellation is possible for three (3) business days or less before the course is scheduled to start.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event SAP is unable to conduct training on the date agreed to by SAP and the ordering activity, SAP must notify the ordering activity at least three (3) business days before the scheduled training date.

**5. Follow-Up Support**

RESERVED

**6. Price for Training**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement. The course fee includes the cost of a complete set of training Documentation and midday meals for the duration of the course when provided at an SAP facility.

**7. Invoices and Payment**

Invoices for training shall be submitted by SAP after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324).

**8. Format and Content of Training**

- a. SAP shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such Documentation will be retained by the student upon completion of the training class. Training is limited to those students of a Licensee where the Software has been delivered and is in productive use.
- b. SAP shall provide each student with a Certificate of Training at the completion of each training course.
- c. SAP shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- d. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

## SECTION 2C. TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

### 1. Scope

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. SAP shall provide services at SAP's facility and/or at the ordering activity location, as agreed to by SAP and the ordering activity.

### 2. Performance Incentives

- a. Performance incentives may be agreed upon between SAP and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by SAP to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate SAP. Incentives shall be based on objectively measurable tasks.

### 3. Order

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### 4. Performance of Services

- a. SAP shall commence performance of services on the date agreed to by SAP and the ordering activity.
- b. SAP agrees to render services only during normal working hours, unless otherwise agreed to by SAP and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all SAP travel. SAP cannot use GSA city pair contracts.

### 5. Stop-Work Order (FAR 52.242-15) (AUG 1989)

a. The Contracting Officer may, at any time, by written order to SAP, require SAP to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to SAP, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, SAP shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to SAP, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, SAP shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in SAP's cost properly allocable to, the performance of any part of this contract; and

(2) SAP asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. Inspection of Services**

The Inspection of Services-Fixed Price (AUG 1996) (Deviation - May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation - May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. Responsibilities of SAP**

SAP shall comply with all applicable laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation - May 2003) Rights in Data - General, may apply.

## **8. Responsibilities of the Ordering Activity**

Subject to security regulations, the ordering activity shall permit SAP access to all facilities necessary to perform the requisite IT Services.

## **9. Independent Contractor**

All IT Services performed by SAP under the terms of this contract shall be as an independent contractor, and not as an agent or employee of the ordering activity.

## 10. Organizational Conflicts of Interest

### a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to SAP, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving SAP, any entity into or with which SAP subsequently merges or affiliates, or any other successor or assignee of SAP.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractor, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. Invoices

SAP, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## 12. Payments

For firm-fixed price orders the ordering activity shall pay SAP, upon submission of proper invoices or vouchers, the prices stipulated in this contract for services rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002) (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002) (Alternate II – Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract.

## 13. Resumes

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## 14. Incidental Support Costs

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## 15. Approval of Subcontracts

The ordering activity may require that SAP receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.



**16. Description of IT Services and Pricing****K1 (Junior Technical Support Engineer)**

Minimum/General Experience: Two weeks of applicable SAP training or three months experience in the role with an SAP proficiency of Low to Medium.

Functional Responsibility: Works with the supervision of more senior resource(s) to implement SAP software. Is expected to participate as a team member in a consulting project and follow the instructions of the team leader.

Minimum Education: BS/BA or equivalent experience

**K2 (Technical Support Engineer I)**

Minimum/General Experience: Two years of general experience with two to four weeks of applicable SAP training or three to six months experience in the role with an SAP proficiency of Low to Medium.

Functional Responsibility: Works with the supervision of more senior resource(s) to implement SAP software. They are expected to participate as a team member in a consulting project and follow the instructions of the team leader.

Minimum Education: BS/BA or equivalent experience

**K3 (Technical Support Engineer II)**

Minimum/General Experience: Three years of general experience with four or more weeks of applicable SAP training (possible training in different modules or toolsets) and twelve months experience in the role (may have experience in more than one SAP implementation) with an SAP proficiency of Medium.

Functional Responsibility: Demonstrates knowledge of SAP core competencies. Can work independently in assigned SAP core competencies, or with the supervision of more senior resources. Performs configuration and assists clients in testing cycles, assists the client in SAP knowledge transfer. Primary responsibility is preparation and contribution to the process design workshops, take directions and configure the SAP system, demonstrate and gain acceptance from the customer. Assist in the technical preparation of BPP's, Test Scenarios, End-user documentation, and User manuals. Sets priorities appropriately. Ensures that work outputs are timely and of the highest quality.

Minimum Education: BS/BA or equivalent experience

**K4 (Technical Support Engineer III)**

Minimum/General Experience: Four years of general experience with four or more weeks of applicable SAP training (possible training in different modules or toolsets) and two years experience in the role (may have experience in more than one SAP implementation) with an SAP proficiency of Medium to High. Hot skills are applicable in this role.

Functional Responsibility: Demonstrates knowledge of SAP core competencies. Can work independently in assigned SAP core competencies, or with the supervision of more senior resources. Performs configuration and assists clients in testing cycles, assists the client in mySAP knowledge transfer. Primary responsibility is preparation and contribution to the process design workshops, take directions and configure the SAP system, demonstrate and gain acceptance from the customer. Assist in the technical preparation of BPP's, Test Scenarios, End-user documentation, and User manuals. Sets priorities appropriately. Ensures that work outputs are timely and of the highest quality.

Minimum Education: BS/BA or equivalent experience

#### **K5 (Senior Technical Support Engineer)**

Minimum/General Experience: Six years of general experience with four or more weeks of applicable SAP training (possible training in different modules or toolsets) and three years experience in the role (may have experience in more than one SAP implementation) with an SAP proficiency of Medium to High. Hot skills are applicable in this role.

Functional Responsibility: Contributes to consulting projects by analyzing client's business processes and design SAP solution. Moves logically and creatively from facts to conclusions. Performs configuration and assists clients in testing cycles. Assists the client in mySAP knowledge transfer. Primary responsibility is preparation and contribution to the process design workshops, provide directions to the consultants and configure the SAP system, demonstrate and gain acceptance from the customer. Deploy consultants in the technical preparation of BPP's, Test Scenarios, End-user documentation, and User manuals. Sets priorities appropriately and ensures that work outputs are timely and of the highest quality. Use SAP methodology and tools in the project. Leads the execution of assigned project tasks in areas of demonstrated competence. This includes facilitating meetings/task groups, tracking and influencing task group progress, tracking project deliverables, etc. Is a key client contact and will exercise authority appropriate to particular client requests commensurate with client expectations of decision-making and consistent with SAP policies and practices. This will include decisions on resources, contracts, and other business/process issues where the Senior Consultant is representing SAP.

Minimum Education: BS/BA or equivalent experience

#### **K6 (Lead Technical Support Engineer / Project Implementation Manager / Implementation Specialist)**

Minimum/General Experience: Three to six years of general experience (could have extensive industry experience) with significant SAP training (training in different modules or toolsets). Three to five years experience in the role (may have experience in more than one SAP implementation, possible project management experience, platinum SAP experience possible, and possible mastery of SAP architecture/functional core competencies and a recognized expert in more than one area while being a resource to other consultants in all defined areas of expertise) with an SAP proficiency of High. Hot skills are applicable in this role.

Functional Responsibility: May demonstrate extensive knowledge of SAP core competencies. Can work independently in assigned SAP core competencies. May also act in team leadership role or project management role.

Minimum Education: BS/BA or equivalent experience

#### **K7 (Developer/Global Support Manager/Consulting Manager/Platinum or Senior Technical Support Engineer /Senior Project Implementation Manager/Industry Specialist)**

Minimum/General Experience: Four to eight years of general experience (could have extensive industry experience). Three to six years experience in the role. Has experience in more than one SAP implementation. Possible SAP specific Project Management experience. Platinum SAP experience possible. Possible mastery of SAP architecture/functional core competencies and a recognized expert in more than one area. Is a resource to other consultants in all defined areas of expertise. Significant SAP training (training in different modules or toolsets). SAP proficiency of High. Hot skills are applicable in this role.

Functional Responsibility: May demonstrate extensive knowledge of SAP core competencies. Can work independently in assigned SAP core competencies. May also act in team leadership role or project management role. Mastery of SAP architecture/functional core competencies and a recognized expert in more than one area. Is a resource to other consultants in all defined areas of expertise.

Minimum Education: BS/BA or equivalent experience



**K8 (Senior Developer/Consulting Director/ Technical Support Vice-President)**

Minimum/General Experience: Four to eight years of general experience (could have extensive industry experience). Three to six years experience in the role. Has experience in more than one SAP implementation. Possibly Project Management experience. Extensive SAP experience. Platinum SAP experience possible. Mastery of SAP architecture/functional core competencies and a recognized expert in more than one area. Is a resource to their consultants in all defined areas of expertise. Significant SAP training (training in different modules or toolsets). SAP proficiency of Very High. Hot skills are applicable in this role.

Functional Responsibility: Demonstrates extensive knowledge of SAP core competencies (industry recognition). Can work independently in assigned SAP core competencies. May also act in a project management role.

Minimum Education: BS/BA or equivalent experience

**SECTION 2D - TERMS AND CONDITIONS (AND PRICES) APPLICABLE TO  
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER  
132-52)**

## 1. SCOPE AND DEFINITIONS

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to Electronic and Subscription Services within the scope of this Information Technology Schedule.

- a. "Confidential Information" means, with respect to SAP, all information which SAP protects against unrestricted disclosure to others, including but not limited to: (a) the SAP Service, including without limitation the following information regarding SAP's Service: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in SAP's Service; (ii) benchmark results, program listings, data structures, logic diagrams, functional specifications, file formats; and (iii) system infrastructure, security/architecture design and/or operations processes (iv) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Service; (b) the research and development or investigations of SAP; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to SAP subject to an applicable confidentiality obligation to such third party). With respect to the Government, "Confidential Information" means the Government Data and all information which the Government protects against unrestricted disclosure to others and which (i) if in tangible form, the government clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), the Government both identifies as confidential or proprietary at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.
- b. "Content" means visual, audio, numeric, graphical, text or other data or content supplied by third parties and made available through the Site or otherwise by SAP for use in conjunction with the Service.
- c. "Customer" means the Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time that is placing the SIN 132-51 order with SAP under this contract.
- d. "Customer Data" means any materials, data and information provided by Customer or its Named Users to SAP in the course of using the Service.
- e. "Documentation" means SAP's documentation which is delivered or made available to Customer as part of the Service.
- f. "Named User," within this SIN 132-52, means any users licensed hereunder and authorized by Customer to access and use the Service.
- g. "Service," within this SIN 132-52, means the SAP On-Demand Service described in the delivery order.
- h. "Site" means an SAP established Internet site through which the Service is made available.

## 2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

- a. The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.
- b. The term of the Service shall begin on the delivery order effective date and shall continue for the term specified therein.
- c. In the event of a determination by SAP that continued use of the Service by the Customer may result in harm to the Service (including the systems used to provide the Service) or other SAP customers, or result in a violation of applicable law, regulation, legal obligation or legal rights of another, in addition to any other remedies available at law or in equity, SAP will have the right immediately, in SAP's sole discretion, to remove any potentially offending Customer Data from the Service, or any other action SAP deems reasonable and necessary to protect the Service or other SAP customers from continuing damages or harm. Such action may only be undertaken for purposes of mitigation of damages occurring to the Service and/or other SAP Customers or SAP, and Customer loses use of the



Service due to such action(s) of SAP. In the event of such an action by SAP, Customer shall be entitled to a pro-rata refund of unused subscription fees.

- d. Following the end of the Service to the Customer, SAP shall make available to Customer the Customer Data in a format to be determined by SAP, unless such Customer Data has been removed or in the case Customer was granted a free (no fee) license to the Service. Upon the end of the Service, SAP shall use commercially reasonable efforts to permanently and irrevocably remove all data still remaining on the servers, including but not limited to Customer Data, unless and to the extent applicable laws and regulations require further retention of such data.

### 3. INFORMATION ASSURANCE AND OTHER RESPONSIBILITIES OF THE GOVERNMENT CUSTOMER

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.
- d. Subject to Section 5 below, Customer grants to SAP the nonexclusive right to use Customer Data for the sole purpose of and only to the extent necessary for SAP to provide the Service.
- e. Customer shall be responsible for entering its Customer Data into the Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to SAP that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by SAP to provide the Service.
- f. Customer shall change all passwords used to access the Service at regular intervals. Should Customer learn of a third party having obtained knowledge of a password, Customer shall inform SAP thereof without undue delay and promptly change the password.
- g. Customer is responsible for the connection to the Service, including the Internet connection. SAP shall not be responsible for any failure to meet its obligations hereunder which result from or relate to the connection to the Service as provided by Customer.

### 4. DELIVERY SCHEDULE

The Ordering Activity shall specify the delivery schedule as part of the initial requirement.

### 5. USAGE RIGHTS

- a. Subject to the terms of this contract, SAP grants to Customer the nontransferable and nonexclusive right during the term stated in the applicable deliver order to permit Named Users to remotely access and use the Service solely for Customer's own internal business purposes as permitted hereunder and in the Documentation. This license is a worldwide license, with the exception of those countries listed on [www.sap.com/company/licenses](http://www.sap.com/company/licenses) and subject to applicable export control laws.
- b. Customer shall not license, sell, lease, rent, outsource or otherwise make available the Service to third parties, other than Named Users. Customer shall be responsible for the acts and omissions of its Named Users as if they were the acts and omissions of Customer. Rights of any Named User licensed to utilize the Services cannot be shared or used by more than one individual. In addition, a Named User may not be transferred from one individual to another unless the original user no longer requires, and is no longer permitted, access to the Service.
- c. Customer shall not remove notices and notations on the Site or in the Service that refer to copyrights, trademark rights, patent rights and other intellectual property rights. SAP or its licensors owns all right, title and interest in any and all patent rights, copyrights, trademark rights and other rights in the Service, as well as any improvements, design contributions or derivative works conceived or created by either party in or to the Service. Except for the limited rights expressly granted herein, this Agreement does not transfer from SAP any proprietary right or interest in the Service. All rights not expressly granted to Customer in this Agreement are reserved by SAP and its licensors.

- d. When using the Service Customer shall not, and shall ensure that its Named Users do not: (a) translate, decompile, reverse-engineer or otherwise modify any parts of the Service (except as described in the Documentation) (b) transmit any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (c) infringe the intellectual property rights of any entity; (d) interfere with or disrupt the SAP software, the SAP systems used to host the Service, other equipment or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service made known to Customer; (e) use the Service in the operation of a service bureau or time-sharing service; (f) provide, or make available, any links, hypertext (Universal Resource Locator (URL) address) or otherwise (other than a "bookmark" from a Web browser), to the Site or Service, or any part thereof; (g) circumvent the user authentication or security of the Site or Service or any host, network, or account related thereto; (h) use any application programming interface to access the Service other than those made available by SAP; (i) mirror the Site on any server; (j) make any use of the Service that violates any applicable local, state, national, international or foreign law; or (k) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the Service, or (l) except for licenses provided to Named Users as permitted hereunder, allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, Customer for access to the Service.
- e. Some content on the Site may come from government sources, is in the public domain, and is not copyrightable.
- f. The Site may contain links to external Web sites and information provided on such external websites by SAP partners and third-party service providers. SAP shall not be responsible for the contents of any linked Web site, or any changes or updates to such sites. Customer further agrees that SAP shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Customer's use of or reliance on any content, goods or services available on or through any such linked Web site. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog on the Site, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the content.
- g. The Service may include Content. This Content is provided "as is," and SAP makes no warranty as to the accuracy or completeness of such Content. Customer uses such Content at its own risk, and SAP shall have no liability to Customer or any third party based on Customer's use of or reliance on such Content.
- h. SAP shall be entitled to monitor Customer's compliance with the terms of this Agreement, including but not limited the number of Named Users accessing the Service and, subject to its confidentiality obligations as described in this contract, SAP may utilize the information concerning Customer's use of the Service to improve SAP products and services and to provide Customer with reports on its use of the Service.
- i. SAP may change or modify the Service at any time. SAP will only be required to notify Customer of a change or modification to the Service in advance if the change or modification (i) is not within industrial standards and/or customary in the industry and (ii) does not extend and/or enhance the functionalities or architecture of the Service. If SAP notifies Customer of a change as required in this subsection i and Customer does not wish to use the Service after notification of such change, Customer may within forty-five (45) days of notification either provide SAP with written notice of termination of the Agreement. If Customer provides no written notice to SAP within such forty-five (45) day period, Customer shall be deemed to have accepted such change and the Agreement shall continue in full force and effect. Upon termination, Customer's exclusive remedy and SAP's sole liability is to refund any prepaid and unused fees from the effective date of the termination of the Service. Nothing in this subsection i shall require SAP to continue to provide any portion of the Service if this would result in SAP violating the rights of any third party or any applicable law.
- j. If Customer is granted a license hereunder to a free (no fee) version of the Service, to the extent permitted by applicable law, Customer agrees that (i) SAP has no obligation to provide any particular service level or support services, and (ii) SAP may cease providing the Service at any time without notice. This subsection j. supersedes any conflicting term of this Agreement.

## 6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
- c. This SIN 132-52 does not include services other than those defined in the relevant delivery order. Modification of the Service or its adaptation for Customer's needs is not offered or included in this contract. Subject to a separate written agreement and based on SAP's standard terms and conditions for such services, SAP may offer optional services that relate to the Service.
- d. Upon the renewal of the then-current term of a delivery order for which renewal is permitted, then current contract prices shall apply, SAP shall have the right to increase applicable renewal prices to SAP's then-current contract fees for the applicable Service based on the length of the renewal term. SAP shall notify Customer of such increase prior to the date upon which Customer must notify SAP that it intends not to renew the Order Form.
- e. Customer shall have no right to withhold or reduce fees or set off any amount against fees owed for alleged defects in the Service.

## 7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic subscription Services on the dates agreed to by the Contractor and the ordering activity and specified in the governing delivery order to this contract. SAP will provide support for the Service as may be described in the delivery order or a schedule to the delivery order. SAP will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Service, and Customer shall comply with the applicable SAP security guidelines and procedures made known to Customer through the Service or otherwise. However, SAP does not control the transfer of data, including but not limited to Customer Data, over telecommunications facilities, including the Internet, and SAP does not warrant secure operation of the Service or that such security technologies will be able to prevent third party disruptions of the Service.

## 8. CONFIDENTIALITY (SIN 132-52)

- a. Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of this SIN 132-52. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential, provided each party may disclose Confidential Information to its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "reasonable steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.
- b. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.
- c. Customer may provide, or SAP may solicit, input regarding the Service, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Service or any other SAP site, service or product, or input as to whether Customer believes SAP's development direction is consistent with Customer's business and IT needs, the technology marketplace in general, and the like (collectively "Feedback"). Customer acknowledges and agrees that any information disclosed by SAP during discussions related to Feedback shall be considered SAP Confidential Information and shall be protected from disclosure in accordance with the terms of this Agreement. In order for SAP to utilize such Feedback, Customer hereby grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under Customer's relevant intellectual property rights, to use, publish, and disclose such Feedback in any manner SAP chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SAP's and its sublicensee's products or services embodying Feedback in any manner and via any media SAP chooses, without reference to the source. SAP shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to Customer and/or Customer's representatives. Customer acknowledges that the information related to the Service disclosed by SAP under this Agreement is only intended as possible strategies, developments, and functionalities of the Service and is not intended to be binding upon SAP to any particular course of business, product strategy, and/or development.

## 9. RIGHTS IN DATA AND DATA PROTECTION

- a. The Service is provided with Restricted Rights as provided under FAR 52.227-14 Rights in Data – General, including Alternate III and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.
- b. Customer's instructions exceeding the scope of services offered by SAP will be at Customer's expense and subject to technical and organizational feasibility by SAP. SAP and Customer will implement all technical and organizational measures necessary to meet the requirements of applicable data protection laws to protect personal data against misuse.
- c. To the extent that personal data of Customer are being processed, SAP shall obligate its personnel entrusted with the processing of Customer's data to data protection and data secrecy in accordance with applicable law.
- d. To the extent that SAP is authorized to engage subcontractors for the processing of personal data to the extent necessary for fulfilling its contractual obligations hereunder, SAP shall obligate its subcontractors to obey all relevant data protection rules.
- e. Customer ensures that no legal requirements on Customer's side prevent SAP from fulfilling its contractual obligations under this Agreement in compliance with applicable law. This includes, but is not limited to, ensuring that all concerned individuals have previously declared consent to a possible processing of personal data.

#### 10. INFRINGEMENT AND LIABILITY

- a. SAP shall indemnify Customer against claims brought against Customer by any third party alleging that Customer's use of the Service, in accordance with the terms and conditions herein, constitutes a direct infringement or misappropriation of a patent claim(s), copyright or trade secret rights, and SAP will pay damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from use of the Service in conjunction with any other software or service, or unlicensed activities or use of the Service in violation of these SIN 132-52 terms or to free (no fee) or trial licenses of the Service. This obligation of SAP also shall not apply if Customer fails to timely notify SAP in writing of any such claim or Customer fails to permit SAP to provide appropriate consultation and intervene in the proceedings at SAP's own expense through counsel of SAP's choice. SAP expressly reserves the right to cease such defense of any claim(s) in the event the Service is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. SAP may settle any claim on a basis requiring SAP to substitute for the Service alternative substantially equivalent non-infringing services. Customer shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Service that is prejudicial to SAP's rights
- b. THE PROVISIONS OF THIS SECTION 10 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
- c. This SIN 132-52 is subject to the same limitations of liability as specified in section 2.b.8 of the Section 4 Addendum terms to this contract, except that subparagraph c is revised as follows: "Under no circumstances shall either party or any of their employees or vendors be liable to the other party or any other person or entity for an amount of damages under this contract in excess of the amount of fees paid or payable for the applicable Service in the three (3) month period preceding the date on which the claim of action first arose."

#### 11. WARRANTY

- a. SAP warrants that the Service (excluding any third party products, content or services accessed through the Service) shall perform in accordance, in all material respects, with the functional specifications described in the Documentation. The warranty shall not apply: (i) if the Service is not used in accordance with contract terms and any Documentation; or (ii) if the defect is caused by third party services, content or products or any customizations to the Service or (iii) to free (no fee) or trial licenses of the Service.
- b. Customer shall report any defects to SAP in writing without undue delay through an SAP approved support channel, submitting a detailed description of the problem and any information useful for rectification of the defect.
- c. Customer's sole and exclusive remedies for any damages or loss in any way connected with the Service, whether due to SAP's negligence or breach of any other duty, shall be, at SAP's option: (i) to bring the performance of the Service into compliance in all material respects with the functional specifications stated in the Documentation; or (ii) return of an appropriate portion of any payment made by Customer with respect to the affected portion of the applicable Service.
- d. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.a, NEITHER SAP NOR ITS VENDORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR



RESULTS TO BE DERIVED FROM THE USE OF THE SERVICE, OR ANY INFORMATION TECHNOLOGY SERVICES, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED HEREUNDER, OR THAT THE OPERATION OF ANY SUCH SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIAL WILL BE UNINTERRUPTED OR ERROR FREE.

**12. EXPORT**

The Service, Documentation and other SAP materials are subject to U.S. export control laws. Customer agrees that it will not submit the Service, Documentation or other SAP materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Service, Documentation and SAP materials to countries, persons or entities prohibited by such laws.

**13. SERVICE COMMUNICATIONS**

Customer understands and agrees that the Services may include communications such as service announcements and administrative messages from SAP or SAP's partners. Customer will not be able to opt out of receiving these service announcements and administrative messages while using the Site and Services and until Customer sends SAP a specific written notice requesting the termination of Customer's subscription and that Customer's details be eliminated from the Site and any mailing list.

**14. ORDERING REQUIREMENTS AND TEMPLATES**

SAP requires certain information from Customer in order to set up Customer to receive the Service. Ordering templates and terms for the various On-Demand Services offered by SAP are set forth on Exhibits A and B to this SIN 132-52.

**15. ON-DEMAND SERVICE OFFERINGS AND PRICING**

**a. SAP CARBON IMPACT**

Pricing Component	From	To	Unit	1-Year Price	2-Year Price	3-Year Price
Minimum Price				\$54,500.00	\$99,360.00	\$143,880.00
Maximum Price				\$500,000.00	\$920,000.00	\$1,320,000.00
Employee	1	25,000	Employee/Year	x \$1.30	x \$2.39	\$3.43
	25,001	100,000	Employee/Year	x \$0.65	x \$1.20	\$3.17
	100,001	And more	Employee/Year	x \$0.26	x \$0.48	\$0.69
Named Users	1	10	User/Year	\$1,300.00	\$2,392.00	\$3,432.00
	11	50	User/Year	\$650.00	\$1,196.00	\$1,716.00
	51	999	User/Year	\$130.00	\$239.20	\$343.20
	1,000	And more	User/Year	\$26.00	\$47.84	\$68.64
Data Storage*			GB Data Volume/Installation	\$180.00		
Follow-on Sales	Co-termed					

\*1GB storage included with subscription

**b. SAP STREAMWORK PROFESSIONAL EDITION**

Pricing Component	From	To	Unit	1-Year Price	2-Year Price	3-Year Price
Named Users	1	25	User/Year	\$8.89	\$16.36	\$22.67
	26	500	User/Year	\$6.67	\$12.27	\$17.01
	501	10,000	User/Year	\$5.56	\$10.23	\$14.18



	10,001	And more	User/Year	\$4.44	\$8.17	\$11.32
Data Storage	5GB storage per User					
Follow-on Sales	Co-termed					

**c. SAP STREAMWORK ENTERPRISE EDITION**

Pricing Component	From	To	Unit	1-Year Price	2-Year Price	3-Year Price
Named Users	1	25	User/Year	\$15.56	\$28.63	\$39.68
	26	500	User/Year	\$15.00	\$27.60	\$38.25
	501	10,000	User/Year	\$11.11	\$20.44	\$28.33
	10,001	And more	User/Year	\$6.67	\$12.27	\$17.01
Data Storage	10GB storage per User					
Follow-on Sales	Co-termed					



EXHIBIT A (SIN 132-52)

ORDERING TEMPLATE AND TERMS FOR THE SAP CARBON IMPACT ON-DEMAND SERVICE

This Order Form is made effective \_\_\_\_\_, 201\_ (the "Effective Date") between SAP Public Services, Inc. with an address of 3999 West Chester Pike, Newtown Square, PA 19073 (hereinafter "SAP") and Customer Name, Legal Form with an address of Address (hereinafter "Customer").

SAP and Customer agree that this Order Form is a binding agreement for SAP Carbon Impact OnDemand (the "Service"), governed by the SIN 132-52 terms and conditions for SAP On-Demand Services.

1. **Getting access and point of hand over.** The Service Log-on page will be provided by SAP via URL after the Effective Date of this Order. The demarcation point of the Service to Customer shall be at the exit (outbound port) of the firewall at the Site and SAP's responsibility for the provision of the Service shall end at the exit (outbound port) of this firewall.

2. **Named Users and Transactions.**

(a) The fees per Named User set forth in this Order are applicable solely to the use of the SAP service for which they are purchased. Named Users may only process data of Customer or in connection with Customer's business. (b) Customer may add additional Named Users during the term of this Order by executing a modification to this Order. The term of each modification shall be co-terminus with the then-current term of the Order irrespective of the effective date of such modification. Upon renewal of the Order, the term for all Named Users added to this Order by modification prior to renewal shall be the same term as specified in the Order, unless the parties agree to extend the term in the modification. (c) Further, Customer shall, without undue delay, report any actual use in excess of the number of Named Users authorized to access the Service and any other information reasonably necessary to calculate the amount of fees payable under this Order to SAP. Customer agrees to pay all requisite fees in accordance with the terms of this contract to reflect any increase in Named Users in excess of the number of authorized Named Users or storage limits. For the avoidance of doubt, Customer shall not be entitled to claim any reduction of the fees payable hereunder.

3. **Customer Obligations and Prerequisites.** Customer shall fulfill the prerequisites and customer requirements listed on the Site or made available in release notes before the initial set up process and throughout the term of this Order Form. Customer agrees that SAP may include Customer's name in a publicly-issued press release that announces that Customer has entered into an agreement with SAP to utilize the Service and agrees to provide a quotation from a Customer executive describing the expected benefits of using the Service.

4. **Term, Payment and Billing.** The monthly fee for the Service is comprised of the fees specified in the table below. Fees shall be invoiced and paid annually in advance for the relevant contract term.

[NOTE- SELECT ONE OF THE BELOW TABLES AS APPLICABLE (EITHER ENTERPRISE, FOUNDATION OR LIFECYCLE) AND DELETE THE OTHER TABLES]

**SAP CARBON IMPACT On-Demand – ENTERPRISE EDITION**

	Quantity	Total
Term		(3 months, 1, 2 or 3 years)
Named Users – Contract List Price	0	\$0
Employees – Contract List Price	0	\$0
Storage Fee (1 GB incl.)	GB	\$0
Subtotal Fees		\$0
GSA Discount	15%	(\$0)
Total Net Price		\$0
Total Monthly Fee		\$0
Annual Billing		\$0

[OR ]

**SAP CARBON IMPACT ON-DEMAND, corporate assessment**

	Quantity	Total
Term		(3 months, 1, 2 or 3



		years)
Named Users – Contract List Price	0	\$0
Employees – Contract List Price	0	\$0
Storage Fee (1 GB Incl.)	GB	\$0
Subtotal Fees		\$0
GSA Discount	15%	(\$0)
Total Net Price		\$0
Total Monthly Fee		\$0
Annual Billing		\$0

[OR]

**SAP CARBON IMPACT ON-DEMAND, Product Lifecycle Assessment**

	Quantity	Total
Term		(3 months, 1, 2 or 3 years)
Named Users – Contract List Price	0	\$0
Employees – Contract List Price	0	\$0
Storage Fee (1 GB Incl.)	GB	\$0
Subtotal Fees		\$0
GSA Discount	15%	(\$0)
Total Net Price		\$0
Total Monthly Fee		\$0
Annual Billing		\$0

5. **Termination, Renewal.** The term of this Order shall begin on the Effective Date and run for the period stated in Section 4 of this Order (the "Initial Term"). After the Initial Term, this Order may be renewed for successive terms equal to the Initial Term or for a different Term. This Order Form may be terminated as provided in the Schedule contract.

6. **Service Support and Restrictions.** Support for the Service will be provided in accordance with Attachment 1 to this Order.

7. **On-Boarding Services.** For Orders with an Initial Term of one (1) year or longer, SAP will provide on-boarding services to Customer, not to exceed a total of sixty (60) hours. The on-boarding services are only available one time upon request during (i) the Initial Term of the Order, or (ii) the one-year period after the Effective Date of this Order, whichever ends earlier. On-boarding services are limited to (a) SAP sharing best practices regarding the use of SAP Carbon Impact, typically presented with Q&A; (b) High-level training on the SAP Carbon Impact application that may be delivered as recorded or live training at SAP's discretion; and (c) support of the initial import of data into the SAP Carbon Impact application provided that these data exist at the time of the on-boarding and are in a Microsoft Excel format.

8. **Customer Information.** The following information must be provided prior to Customer obtaining access to the Service.

Customer Name: \_\_\_\_\_ Customer Contact: \_\_\_\_\_

Address for receipt of Services (If left blank, defaults to Sold to Address): \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

Customer/Sold to Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

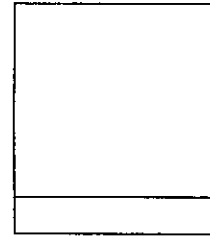
\_\_\_\_\_



Bill to Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A/P Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Access Rights  
Recipient: \_\_\_\_\_  
Access Rights  
Recipient email \_\_\_\_\_  
Access Rights  
Recipient phone \_\_\_\_\_  
\_\_\_\_\_



**Attachment 1**  
**To**  
**Exhibit A Order for SAP Carbon Impact**  
**Support Services for SAP Carbon Impact**

This Attachment 1 ("Support Services Document") describes the support services provided by SAP for the SAP Carbon Impact Service under and in accordance with the terms and conditions of the Order to which it is attached and is made a part thereof.

1. **Applicability**  
 This Support Services Document governs the provision of support and maintenance services by SAP to Customer for the SAP Carbon Impact Service.

2. **Support Services**  
**Support for SAP Carbon Impact Service Malfunctions**  
 SAP will provide an Internet address for submitting support requests, maintained by qualified support specialists, per SAP's policies. SAP will offer support for all malfunctions related to the SAP Carbon Impact Service (each an "Incident"). Incidents have to be reported by Customer via the help functionality made available by SAP as part of the SAP Carbon Impact Service (or any other support channel introduced by SAP). The following Incident priorities shall apply:

Incident Priorities	Definition	Support Availability	Support Language	Initial Response Time*
Very High	The problem has very serious consequences for major business transactions and urgent work cannot be performed. The Incident requires immediate attention because the malfunction can cause serious losses.	24 hours x 7 days a week	English	2 hours
High	A business transaction does not work and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire productive business flow.	Monday to Friday from 9:00 am – 5:00 pm Local Time (as defined below)	English, French, German	None
Medium	A business transaction does not work as expected with minor consequences for the productive operation.			
Low	The malfunction has only few or no effects on business transactions.			

**Local Time shall mean: UTC-5, America**

**Software Changes**

SAP will proactively apply software updates and patches during the defined maintenance windows. In case a patch needs to be applied outside a maintenance window, SAP will notify Customer in advance.

3. **Customer Obligations/Preconditions**  
 As a precondition to receive the support services as described in Section 2 above, Customer shall ensure that an English-speaking contact person for SAP is available. Only Named Users with administrative rights are authorized to serve as contact persons that can contact SAP for support matters.



EXHIBIT B (SIN 132-52)
ORDERING TEMPLATE AND TERMS FOR THE SAP STREAMWORK ON-DEMAND SERVICE

This Order Form is made effective \_\_\_\_\_, 201\_ (the "Effective Date") between SAP Public Services, Inc. with an address of 3999 West Chester Pike, Newtown Square, PA 19073 (hereinafter "SAP") and Customer Name, Legal Form with an address of Address (hereinafter "Customer").

SAP and Customer agree that this Order Form is a binding agreement for SAP StreamWork OnDemand (the "Service"), governed by the SIN 132-52 terms and conditions for SAP On-Demand Services.

1. Effective Date

The Effective Date of this Order is the effective date of the delivery order to which this Order is attached or incorporated.

2. Getting access and point of hand over

Access to the Service is available via browser access over the World Wide Web (WWW) only. Each Named User needs a compliant Web browser to access the Service. The Service Log-on page will be provided by SAP via URL after the Effective Date of this Order. Named Users will be able to log on with their specific user names and passwords, which will be created and provided by Customer through the Service. SAP may, in its sole discretion upon written or electronic notification to Customer, change or modify the URL address, in any manner that SAP deems necessary or desirable from time to time. The demarcation point of the Service to Customer shall be at the exit (outbound port) of the firewall at the Site and SAP's responsibility for the provision of the Service shall end at the exit (outbound port) of this firewall. Beyond this point, responsibility lies solely with the Customer.

3. Named Users

- (a) The fees per Named User set forth in this Order Form are applicable solely to the use of the SAP service for which they are licensed.
(b) Customer may add additional Named Users during the term by executing a modification to this Order. The term of each modification shall be co-terminus with the then-current term of the Order irrespective of the effective date of such modification.
(c) Further, Customer shall, without undue delay, report any actual use in excess of the number of Named Users authorized to access the Service and any other information reasonably necessary to calculate the amount of fees payable under this Order to SAP. Customer agrees to pay all requisite fees in accordance with the terms of this contract to reflect any increase in Named Users in excess of the number of authorized Named Users. For the avoidance of doubt, Customer shall not be entitled to claim any reduction of the fees payable hereunder.

4. Customer Obligations and Prerequisites

Customer shall fulfill the prerequisites and Customer requirements listed on the Site or made available in release notes before the initial set-up process and throughout the term of this Order.

5. Payment and Billing

The monthly fee for the Service is comprised of the following fees. Fees shall be invoiced and paid annually in advance for the relevant contract term.

SAP StreamWork – Professional Edition

Table with 3 columns: Item, Quantity, Total Amount in USD. Rows include Named Users - List Price, Content Storage Fee\*, GSA Discount, Total Net Price, Total Monthly Fee, and Quarterly Billing.



\* SAP StreamWork –Professional Edition Content Storage - SAP will provide up to 5 gigabytes of total content storage space at no additional charge. Content includes reports, visualizations, dashboards and datasets. SAP’s fees for additional storage are set forth in the contract. SAP reserves the right to modify its general practices and limits relating to disk storage upon prior written notice.

6. **Term and Termination.**

The term of this Order Form shall be *one* [Please insert initial term as applicable. Alternatives: 1 year, two years, three years.] year, which shall commence on the Effective Date stated hereinabove. This Order Form may be terminated in accordance with the Schedule contract.

7. **Support.**

SAP will provide an Internet address for submitting support requests, maintained by qualified support specialists, per SAP’s policies.

8. **Customer Information**

The following information must be provided prior to Customer obtaining access to the Service.

<b>Customer Name:</b>	_____	<b>Customer Contact:</b>	_____
<b>Address for receipt of Services (If left blank, defaults to Sold to Address):</b>	_____	<b>Phone:</b>	_____
	_____	<b>Fax:</b>	_____
	_____		
<b>Customer/Sold to Address:</b>	_____		
	_____		
	_____		
<b>Bill to Address:</b>	_____	<b>A/P Contact:</b>	_____
	_____	<b>Phone:</b>	_____
	_____	<b>Fax:</b>	_____
	_____		
<b>Access Rights Recipient:</b>	_____		
<b>Access Rights Recipient email</b>	_____		
<b>Access Rights Recipient phone</b>	_____		
	_____		



## SECTION 3. ATTACHMENTS TO THE CONTRACT

### ATTACHMENT 1 - SAP COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS PREAMBLE

#### 1. Preamble

SAP provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

#### 2. Commitment

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Christopher M. Pfendner  
610-661-3653  
Fax 610-661-3654  
email [christopher.pfendner@sap.com](mailto:christopher.pfendner@sap.com).





BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

### **ATTACHMENT 3 - BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

**SECTION 4. ADDENDUM TO SPECIAL ITEM NUMBERS 132-33 (PERPETUAL SOFTWARE LICENSES), 132-34 (MAINTENANCE OF SOFTWARE), 132-50 (TRAINING COURSES FOR INFORMATION TECHNOLOGY SOFTWARE), AND 132-51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES.**

**1. Ordering Information**

a. This license does not permit the Government to: (i) Use the Software, third party software or third-party-database for a service bureau application; or (ii) sublicense, or rent the Software, third party software or third-party-database.

b. Business Partners

1. For SAP Licensees: Business Partners may have access to the Software provided (i) all Business Partners accessing the Software through password identification shall be licensed as Named Users; (ii) all other usage or access to the Software by Business Partners shall be licensed as Transaction Usage; (iii) Business Partners are expressly limited to screen access to the Software; (iv) in no circumstances may Business Partners have access to Software source code; (v) in no circumstances shall Business Partners Use the Software to operate or manage the business of such Business Partners (vi) such Use shall not constitute an unauthorized exportation of any SAP Proprietary Information under U.S. Government laws and regulations.

2. During normal business hours and at any time during which the Software, Documentation, Third Party Software, Third-Party Database, or other SAP Proprietary Information are being utilized, SAP or its authorized representative or licensors, shall have the right, upon reasonable advance notice, to audit and inspect the Government's utilization of such items in order to verify compliance with the terms of this contract. If Proprietary Information is given to Business Partners pursuant to this contract, the Government shall secure the right for SAP to audit such Business Partner as specified in this paragraph. In the event an audit reveals that the Government underpaid software license and/or Enterprise Support fees to SAP, the Government shall be required to pay such underpaid fees based on SAP's contract prices and terms in effect at the time of the audit.

3. The Software requires a third-party database, which may be licensed through SAP or directly from a third-party database licensor approved by SAP. Any restrictions imposed on the Government directly by such third-party database licensor shall apply. SAP makes no representations or warranties as to the Third Party Software, Third-Party Database or their operation.

Certain software identified herein has specific hardware and software dependencies. All software/hardware requirements to access or use any Software licensed from SAP are the exclusive responsibility of the Government. Certain SAP Industry Solutions, SAP Business Components, and U.S. Only Components may not operate on the same computer. Additionally, to the degree that the relevant third party makes such maintenance services generally available to SAP, Licensee may request and SAP shall provide such maintenance service ("Maintenance") with respect to the TP Software offered hereunder.

4. The licensed Software in machine-readable format, and the Documentation, shall be delivered as specified in the Information for Ordering Offices section of this contract, or as mutually agreed upon by the Government and SAP. The prices listed below do not include installation of the Software.

5. In the event the Government terminates any delivery order for Software prior to payment, the Government shall immediately cease Use of all SAP Proprietary Information and shall irretrievably delete and/or remove such items from all computer hardware and storage media. Within thirty days after any termination, the Government shall deliver to SAP at Government expense or destroy all copies of the

SAP Proprietary Information in every form. An authorized representative of the Government shall certify in writing to SAP that it has performed the foregoing.

6. (a) The Government acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the SAP Proprietary Information are and shall remain in SAP and its licensors. The Government acquires only the right to Use the SAP Proprietary Information and does not acquire any ownership rights or title in or to the SAP Proprietary Information and that of SAP's licensors.

(b) The Government shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. In the event source code is provided to the Government, SAP, in its sole discretion, reserves the right to delete, or to require the deletion of, such source code and all copies thereof in Government's possession or control whenever a future release, version, or correction level provides for like functionality in an object code format.

(c) The Government agrees to insert in all copies of the Software as modified all copyright, trade secret, or other notices thereon or therein as SAP may from time to time direct.

(d) All rights, title and interest in any Extension or Modification shall be governed by the terms of this GSA Schedule. Notwithstanding the foregoing, the ordering activity shall have the right to Use such Extension or Modification at no additional license fee excluding any related third-party software fees, if any.

(e) The Government agrees that any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of the SAP Services under SIN 132-51 and deliverables provided under this GSA Schedule, whether or not developed for the Government, are the exclusive property of SAP. SAP shall have the sole and exclusive right, title and ownership to such technology. Notwithstanding the foregoing, the ordering activity shall have the right to Use the deliverables, provided under a mutually agreeable Statement of Work at no additional license fee excluding any related third-party software fees, if any.

(f) In the event the Government without SAP's participation develops any Modification or Extension (hereinafter referred to as "Government Extension" or "Government Modification") to the Software, the Government shall have all rights, title, and interest in such Government Modification or Government Extension subject to SAP's rights in the Software. The Government agrees, however, that such Government Modification or Government Extension will be used solely in connection with Government operations, and that such Government Modification or Government Extension will not be marketed, licensed or sublicensed, sold, assigned, or otherwise transferred or made available to any third party or other entity, without the express prior written consent of SAP, which consent shall not be unreasonably withheld. The Government agrees to offer SAP the right of first refusal to any license to or assignment of such Government Modification or Government Extension and SAP agrees to negotiate in good faith a mutually agreeable license or other arrangement for such rights. In the event the parties cannot agree to a mutually agreeable license or other arrangement for such rights, the Government shall be free to enter into an agreement with a third party on terms no more favorable than those offered to SAP.

(g) In the event SAP develops either independently, or jointly with the Government, any Modification or Extension to the licensed Software, such Modification or Extensions will be the exclusive property of SAP and SAP AG, and the Government will not grant, either expressly or impliedly, any rights, title, interest, or licenses to such Modifications or Extensions to any third party. The Government shall be entitled to Use such Modifications and Extensions on the Designated Unit(s) at the Designated Site(s) under the terms set forth in this GSA Schedule.

## 7. Patent and Copyright Idemnity

SAP shall indemnify Licensee against all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in the defense of any claim brought against Licensee by third parties alleging that Licensee's Use of the Software and Documentation infringes or misappropriates any United States patent of which SAP is aware; a copyright; or trade secret rights, provided that: such indemnity shall not apply if the alleged infringement results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, or unlicensed activities and so long as Licensee promptly notifies SAP in writing of any such claim and SAP is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP may settle any claim on a basis requiring SAP to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation. Licensee shall not undertake any action in response to any infringement or alleged infringement of the Software and Documentation.

THE PROVISIONS OF THIS SECTION 7 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

#### 8. Limitations of Liability

a. Government's Remedies. Government's sole and exclusive remedies for any damages or loss in any way connected with the Software or services furnished by SAP and its licensors, whether due to SAP's negligence or breach of any other duty, shall be, at SAP's option: (i) to bring the performance of the Software into substantial compliance with the functional specifications; (ii) re-performance of services; or (iii) return of an appropriate portion of any payment made by the Government with respect to the applicable portion of the Software or services.

b. SAP Not Responsible. SAP will not be responsible under this contract: (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by the Licensee, a Modification, third party software, or third party database.. SAP AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED HEREUNDER.

c. EXCLUSION OF DAMAGES (Applies to SINs 132-33 and 132-34). NOTWITHSTANDING ANY OTHER PROVISION OF THE SCHEDULE CONTRACT OR PRICELIST, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE AND/OR DISCLOSURE OF PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SAP, ITS LICENSORS, OR THE GOVERNMENT BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES BASED ON THE LICENSE FEE FOR EACH INDIVIDUAL DELIVERY ORDER OR BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

EXCLUSION OF DAMAGES (Applies to SINs 132-50 and 132-51). NOTWITHSTANDING ANY OTHER PROVISION OF THE SCHEDULE CONTRACT OR PRICELIST, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE AND/OR DISCLOSURE OF THE PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SAP, ITS LICENSORS, OR THE GOVERNMENT BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID SERVICE FEE BASED ON THE SERVICE FEE FOR EACH INDIVIDUAL DELIVERY ORDER OR BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.



d. Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

e. Services under SInS 132-50, 132-51 and 152-53. SAP warrants that its services shall be performed consistent with generally accepted industry standards. For any breach of this warranty, Licensee's sole and exclusive remedy shall be, at SAP's sole option, reperformance of the unsatisfactory services or repayment of the fees associated with the unsatisfactory services.

SAP MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER.

9. All Software and Documentation delivered under this contract is subject to current U.S. export control laws.

10. The Government agrees to install the commercial computer Software, Third-Party Database and Third Party Software only on Designated Unit(s), intranet server(s), or internet server(s) as identified by the Government that have been previously approved by SAP in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the commercial computer Software, Third Party Database and Third Party Software.

## **2. General Pricing Information**

SAP also sublicenses Software of other vendors. Pricing for third party software and third party database is as set forth herein. Availability and pricing of third party software and third party database are subject to change by SAP upon notice from such third parties.

The fees or charges set forth herein do not include federal, state or local sales, use, property, excise, service or other taxes.

All Software, Documentation, and training materials delivered under this contract will be provided in the English language and all currency values will be expressed in U.S. dollars.

There is no option for returning or exchanging user authorizations if actual use is less than anticipated or changed. Access to and use of any software delivered is only permitted to the extent, which is necessary for the use of the purchased or licensed Software.

SAP solutions are either available as individual solutions or as a solution suite. Access to and use of Product Options and Supplementary Products is subject to additional charges. Product Options, formerly known as "Software Engines", are optional components which are to be licensed in addition to the SAP solution suite or individual SAP solution and are priced based on key business metrics such as orders, contracts, contract accounts, patients treated, etc. Product Options are either pan-industry, such as Payroll Processing or industry specific such as Billing within SAP for Utilities.

Product Options and Supplementary Products are to be licensed in addition to Named Users. That is, unless otherwise stated herein, an individual accessing Product Options or Supplementary Products must be licensed as Named User, too. Such Named Users may access Product Options or Supplementary Products to the extent of their licensed user category.

R/3 Software is not available under this contract.

### 3. Maintenance and Support

SAP also offers maintenance and support services for its licensed software. Maintenance and support services are provided for a recurring fee. If a valid maintenance contract is in place the Licensee receives, among other services, access to SAP's support infrastructure, access to corrections to the licensed software, and to new releases of the licensed software.

Customer must choose one of the below described SAP support offerings for its entire SAP landscape. Mixed SAP landscapes are not permitted.

*Please note: New releases of SAP software may include capabilities that are not covered by the Licensee's current license contract. Therefore, an additional software license may be required.*

SAP's primary maintenance and support offering is SAP Enterprise Support. The focus of SAP Enterprise Support services is the holistic management of the IT landscape over the life cycle of the customer's SAP solutions. For the full scope of SAP Enterprise Support, please refer to the support plan descriptions set forth in Section 2 of this contract.

*SAP Standard Support*, SAP's basic support offering, delivers knowledge, tools, and functions customers need to implement, manage, and enhance their SAP solutions.

*SAP Product Support for Large Enterprises* is targeted at SAP's largest customers. With SAP Product Support for Large Enterprises, customers get the fundamental support services they need to take charge of day-to-day support needs and to manage the IT landscape holistically over the life cycle of their SAP solutions. For more information, please contact your SAP representative.

SAP MaxAttention provides an enhanced level of support to the SAP Licensee and is addition to SAP Enterprise Support or SAP Product Support for Large Enterprises. Thus an agreement for one of these support offerings between SAP and Licensee is a prerequisite to purchase SAP MaxAttention.

*SAP Safeguarding* provides an enhanced level of support to SAP customers to specific customer projects and is on top of SAP Standard Support, SAP Enterprise Support or SAP Product Support for Large Enterprises. Thus an agreement for one of these support offerings between SAP and Licensee is a prerequisite to purchase SAP Safeguarding.

SAP Standard Support, SAP Enterprise Support, and SAP Product Support for Large Enterprises are provided according to the maintenance phases an SAP software release is currently in as stated in [www.service.sap.com/releasestrategy](http://www.service.sap.com/releasestrategy).

SAP offers different maintenance phases for a particular software release. Since SAP's software licensing is release-independent, the relevant maintenance phase depends only on the actually implemented release of the software but not on the underlying software license. The maintenance phases described below apply for SAP Business Suite as well as SAP NetWeaver. For the BusinessObjects portfolio and within product bundles, different maintenance phases may apply.

#### Mainstream maintenance

Mainstream maintenance is the first maintenance phase for a release, starting with the release to customer date. During the mainstream maintenance phase, the customer receives the full scope of support.

#### Extended maintenance

After the end of the mainstream maintenance period, SAP may offer extended maintenance for selected releases of SAP software. During extended maintenance, the scope of support is usually similar to the scope during mainstream maintenance. For some releases some restrictions may apply.

#### Customer-specific maintenance

When the mainstream maintenance period ends and no extended maintenance is offered, or when the mainstream maintenance period ends and the licensee does not take advantage of an existing extended maintenance offering, or when the extended maintenance period ends, or when the Licensee's extended maintenance contract expires, a release enters into customer-specific maintenance. During customer-specific maintenance the scope of support is reduced.

For more information, please refer to [www.service.sap.com/releasestrategy](http://www.service.sap.com/releasestrategy)

With SAP Standard Support, SAP Enterprise Support and SAP Product Support for Large Enterprises, the annual fee for maintenance is calculated as a percentage of the software contract value (maintenance base). The maintenance base does not depend on the actual usage of the software. The annual fee is due from the first month after delivery.

Mainstream maintenance and customer-specific maintenance are covered by the SAP Standard Support, SAP Enterprise Support or SAP Product Support for Large Enterprises schedules. Extended maintenance is an optional offering and requires a separate contract on top of the support agreement. Pricing for extended maintenance is available upon request.

For a switch between support offerings, the following rules apply:

#### A. Switch to SAP Enterprise Support

Customer may switch to SAP Enterprise Support at any time by giving 90 days prior written notice to the beginning of any calendar month. Customer must switch to SAP Enterprise Support with its entire SAP landscape. SAP Enterprise Support delivery and invoicing will start on the first day of the month to which the 90 day notice is given by customer. After a switch to SAP Enterprise Support, a new Initial Period starts. The Initial Period equals the remainder of the current calendar year plus the following full calendar year.

#### B. Switch to SAP Standard Support

Customer may switch to SAP Standard Support by giving 90 days prior written notice to the next renewal date of the support contract. Customer must switch to SAP Standard Support with its entire SAP landscape. In order to switch to SAP Standard Support, customer must not be in default of any of its contractual obligations towards SAP (including but not limited to payment of license or support fees). Customers may only use Solution Manager Enterprise Edition functionality offered under SAP Standard Support.

For further details, please refer to the respective contractual documents or contact SAP.

SBOP customers may switch between support offerings upon renewal of their maintenance contracts. Specific switch rules apply to Product Support for Large Enterprise customers. Please contact SAP for details on switch rules for SAP BusinessObjects and SAP Product Support for Large Enterprises.

## 4. Contract Price Calculation

### 4.1 Contract Price Calculation

#### Determine the SAP Application Value (SAV) by adding list prices of SAV-relevant price list items

The SAP Application Value is determined separately for discountable and non-discountable price list items. It excludes all price list items that do not contribute to the SAP Application Value (non-SAV items).



Calculate the database price by applying the appropriate percentage to the SAP Application Value  
The database price is determined separately for discountable and non-discountable price list items.

Determine list price for items that do not contribute to the SAP Application Value (sub-total non-SAV items)

The list price subtotal for items that do not contribute to the SAP Application Value is determined separately for discountable and non-discountable price list items.

**Determine total list price**

Add discountable and non-discountable part of the SAP Application Value, discountable and non-discountable portion of the database price, as well as discountable and non-discountable subtotal of price list items that do not contribute to the SAP Application Value.

**Determine contract volume discount percentage based on total list price**

Determine relevant discount percentage from volume schedule (see below)

**Determine contract price**

Apply contract volume discount to discountable part of total list price and add the result to the non-discountable part of total list price.

**4.2 Volume Discount Schedule**

The following discounts shall apply to contract orders.

Total List Price License Fee (USD)			% Discount
100	To	125,000	20.25%
125,001	To	350,000	28%
350,001	To	550,000	36%
550,001	& above		45% minimum

**5. License Audit**

The Licensee shall allow SAP to audit each installation at least once annually and in accordance with SAP standard procedures which may include on-site audits. This shall involve checking that usage corresponds to the Licensee's orders and to the provisions of the contract, calculating the contract value in accordance with the List of Prices and Conditions valid at that time in question and demanding additional payment if necessary.

SAP is permitted to set up the software so that each system generates and transmits to SAP the information that is required to calculate the remuneration. In this respect the Licensee undertakes to support SAP in accordance with SAP's instructions. Upon request, Licensee undertakes to prepare the measurement log within the given timeframe. The measurement shall be carried out using only the unaltered SAP tools provided by SAP. The result of the measurement is to be transmitted online (see system measurement guide) to SAP immediately and in unaltered form. In case the Licensee expressly so requests the information shall be transmitted in writing and not online. For automated consolidation of users who access more than one system the Licensee has to use the License Administration Workbench. If the Licensee expressly so requests, the manual multi-system-user concept shall apply and no automated consolidation shall be made. SAP gives express notice that the accessing of a system by more than one person using one and the same defined user shall constitute a breach of the Contract

and that this applies also in respect of users indirectly accessing the software. If SAP observes such a breach in connection with system measurement, SAP shall be entitled to charge and invoice the appropriate amount for the continuation of such use in accordance with the then current List of Prices and Conditions. Reasonable costs of SAP's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels. This is without prejudice to SAP's claims for damages.

## **6. Conditions for the Licensing and Use of Content**

Special conditions may apply to content made available by SAP. These conditions are part of this List of Terms and Conditions, the applicable product documentation and/or Installation Guide for third party content, SAP may be required to pass through specific terms to Licensee. Licensee agrees to adhere to any content related additional terms. In all other respects this List of Prices and Conditions shall apply.

As part of SAP Supply Chain Management SAP delivers certain geographical data. Usage of this data in public marketplaces is prohibited. There is no guarantee that all cities and zip codes/ postal codes worldwide can be found. Company specific zip codes/ postal codes are not included.

Third party addressing and geocoding data directories that are licensed separately and are not subject to the standard licensing model as described in this document. In particular, such data directories are not subject to SAP's maintenance and support services, however, from time to time SAP may provide updates to Licensee.

## **7. Conditions for the Use of Third Party Databases**

SAP may deliver SAP software containing a database product where the end user is not entitled to use the database unless he/she has acquired the requisite number of licenses from the database vendor or its authorized distributor. Such deliveries are reported to the database vendor.

### **7.1 Conditions for the use of ORACLE® Database Software when licensed from SAP**

#### **§ 1 Copyright**

1.

The comprehensive copyright to Oracle software is the sole property of the Oracle Corporation, Redwood Shores, CA, USA.

2.

Third party database applications for system administration, monitoring and management may directly access the Oracle database.

3.

The customer shall only use the Oracle software in connection with the SAP Software and only for the purposes of its own internal data processing which includes access of third party user such as contractor, supply chain vendor or supplier, customer, or third party individual authorized by the customer.

It is allowed to customize the SAP software or to create additional functionality, new applications, or to support third party database applications which only interface with them (example: via RFC, BAPI)

Third party database applications or new functionality or new applications which may directly access the Oracle database are not allowed.

4.

The customer shall assign the Oracle software only to wholly owned or majority owned subsidiaries. Assignment to competitors of Oracle is prohibited.

5.

In view of its limited rights of use, the customer shall neither modify, decompile nor reverse engineer the Oracle software except and to the extent that it is expressly permitted by applicable law.

6.

The Oracle software may only be used in the country or countries for which the customer has acquired a license. The customer hereby undertakes to adhere to all regulations of the US Department of Commerce and the American export authorities.

7.

The use of Oracle software for the planning, production, control or monitoring of nuclear power stations, air traffic, means of mass transportation or medical equipment is not permitted, unless such use is limited to commercial or purely administrative applications.

8.

The customer is not entitled to receive the source code for the Oracle software.

## § 2 Other Conditions

1.

The publication of benchmark tests for the Oracle software is not permitted.

### 7.2 Conditions for the Use of the Microsoft SQL-Server

Conditions for the Use of the Microsoft SQL-Server when licensed by SAP

For the purpose of this Section "Integrated Application" shall be defined as SAP software integrating the Microsoft SQL Server Database.

The Microsoft SQL Server Database may contain the following software:

"Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");

"Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

#### GRANT OF LICENSE.

This Third-Party Database is licensed and delivered to you solely for use as part of the SAP software. SAP grants you the following rights to the Microsoft SQL Server Database, provided you comply with all of the terms and conditions of this license:

Installation -- Server Software. You may install and use one copy of the Server Software, as part of the SAP Software, on each single Server on which you install the Integrated Application.

SQL Server, Enterprise Edition. If you have acquired the Enterprise Edition of the Server Software, which must be indicated on your license to use the SAP software, you may install any number of instances of the Server Software on that Server. An "instance" shall mean a running copy of the Server Software.

Client Software. You may install the Client Software (SQL Server Personal Edition) on any internal Device, provided that you acquire the access license rights required for each use of the Integrated Application utilizing the Client Software on such Device as specified below.

SQL Server Access Requirements. You may use the Client Software only to access, configure, administer, or otherwise use the Server Software in conjunction with and as part of the SAP Software. You must acquire a Third-Party Database access license right for each use of any Device that:

accesses or otherwise utilizes the services of the Server Software (including Devices using MSDE for such access), or

installs and uses SQL Server Personal Edition, or

uses the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively "Tools"). You may only use the Tools for internal use in conjunction with your Server Software.

Reservation of Rights. SAP and Microsoft reserve all rights not expressly granted to you in this license.

Benchmark Testing. You may not disclose the results of any benchmark test of either the Server Software or Client Software to any third party without Microsoft's prior written approval.

Downgrades. Instead of installing and using the Server Software, you may install and use an earlier version of the Server Software in accordance with this license, provided that you completely remove such earlier version and install the original Server Software within a reasonable time. Your use of such earlier version shall be governed by this license, and your rights to use such earlier version shall terminate when you install the original Server Software.

Runtime-Restricted Use Software. This Microsoft SQL Server Database is "Runtime-Restricted Use" software; as such, the Microsoft SQL Server Database may only be used to run the SAP Application. The Microsoft SQL Server Database may not be used either (i) to develop and/or (ii) in conjunction with, new applications, databases or tables other than those contained in the SAP Software. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of the SAP Software to configure or extend such SAP Software.

#### **NO RENTAL/NO COMMERCIAL HOSTING.**

You may not rent, lease, lend, or provide commercial hosting services with the Microsoft SQL Server Database.

#### **NO HIGH RISK USAGE.**

The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You may not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to:

- aircraft or other modes of human mass transportation,
- nuclear or chemical facilities,
- life support systems,
- implantable medical equipment,
- motor vehicles, or
- weaponry systems.

High Risk Use does not include utilization of Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless SAP and Microsoft Corporation from any third-party claim arising out of Customer's use of the Products in connection with any High Risk Use.

#### **TRANSFER – Internal.**

You may move the Server Software to a different Server, provided that it is removed from the Server from which it is transferred and provided that it is transferred as part of the Integrated Application.

Transfer to Third Party. The initial user of the Microsoft SQL Server Database may make a one-time transfer of the Third-Party Database to another end user, provided that it is transferred as part of the SAP Software. The transfer has to include all component parts, media, printed materials, this license, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Microsoft SQL Server Database must agree to all the license terms.

#### **LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.**



You may not reverse engineer, decompile, or disassemble the Microsoft SQL Server Database, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

**TERMINATION.**

Without prejudice to any other rights, Licensor may cancel this license if you do not abide by the terms and conditions of this license, in which case you must destroy all copies of the Microsoft SQL Server Database and all of its component parts.

**EXPORT RESTRICTIONS.**

You acknowledge that Software is subject to U.S. export jurisdiction unless otherwise indicated by Microsoft. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <<http://www.microsoft.com/exporting/>>.

**U.S. GOVERNMENT LICENSE RIGHTS.**

All Microsoft SQL Server Databases provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Microsoft SQL Server Databases provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

**COPYRIGHT and OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES**

The Microsoft SQL Server Database is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Microsoft SQL Server Database. The Microsoft SQL Server is licensed, not sold.

**NOT FAULT TOLERANT.** THE SOFTWARE IS NOT FAULT TOLERANT. SAP HAS INDEPENDENTLY DETERMINED HOW TO USE THE MS SQL SERVER DATABASE IN THE INTEGRATED APPLICATION THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON SAP TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE MS SQL SERVER DATABASE IS SUITABLE FOR SUCH USE.

**NO WARRANTIES BY MICROSOFT.** YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE MS SQL SERVER DATABASE, OR (B) THE INTEGRATED APPLICATION, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY SAP AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

**NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MS SQL SERVER DATABASE OR THE INTEGRATED APPLICATION. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).

**SEVERABILITY.** If a court holds any provision of this EULA to be illegal, invalid or unenforceable, the remaining provisions will continue in full force and effect and the parties will amend this EULA to give effect to the stricken clause to the maximum extent possible.

Conditions for the Use of the Microsoft SQL-Server when previously licensed by Microsoft or Microsoft Distributor



The SAP software containing a copy of the Microsoft SQL-Server, which has been integrated or installed as a component of this SAP software. All Microsoft products are subject to the terms of the Microsoft License Agreement with end users which is included in the software package or the license agreements shipped with the Microsoft SQL-Server. An exception hereto is that the functionality of a Microsoft product as an integrated part of an SAP solution can differ from the functionality of a non-integrated Microsoft product. All inquiries relating to the functionality or performance of the SAP solution with Microsoft products should therefore be addressed to SAP and not to Microsoft. The SAP product does not contain a license for the integrated Microsoft product. You are therefore not entitled to use the copy of the Microsoft SQL-Server contained in this product and you will not receive a license for such use unless you have acquired or otherwise have at your disposal the same number of client/server licenses as user licenses acquired for the SAP software. By concluding this contract with SAP you represent and warrant that you have previously acquired a Microsoft license for SQL-Server end users and to conclude a corresponding license agreement.

When SAP delivers an updated version of the SAP software containing an updated version of the integrated Microsoft product, the end user is not entitled to use the updated version of the Microsoft product unless he/she has acquired the requisite number of client/server licenses from an authorized Microsoft distributor.

## LICENSING PRINCIPLES, RULES OF USE, LICENSE METRICS AND PRODUCT-SPECIFIC TERMS:

### 1. LICENSING PRINCIPLES / RULES OF USE

#### 1.1 Definitions

1.1.1 As used in these Use Terms: 1) each Software and/or Third Party Software product licensed pursuant to the Contract referencing these Use Terms may be referred to as a "Software Package" (when referencing only Software) or "Third Party Software Package" (when referencing only Third Party Software) or "Package" (when referencing both Software and Third Party Software); 2) "Named User" shall mean any individual authorized by Licensee to Use (in accordance with the terms of the Contract) a Package, including without limitation employees of its Business Partners; 3) "Named User License" shall mean the Metric and Licensed Level applicable to each Named User; 4) "Package License" shall mean the Metric and Licensed Level applicable to each Package; 5) "Metric" shall mean a) when referenced in the context of a Named User, the individual Named User category and type (and corresponding Named User definition setting for such Named User's Use rights) as further described in Section 2.1 hereof -and- b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 2.2 hereof; 6) "Licensed Level" shall mean a) when referenced in the context of a Named User, the quantity of Metric for which each individual Named User category and type is licensed -and- b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed; and 7) "Order Form" shall mean the order document for the Named Users and Packages licensed under the Contract.

#### 1.2 Standard License Principles / Rules of Use

1.2.1 Named User License & Package License Required. Except as otherwise specifically provided in Sections 1.3.2 and 3 hereof with respect to applicability of Named User Licenses, 1) the Use of any Package requires both a Named User License and a Package License; 2) Licensee needs to hold a Named User License for any individual accessing any Package, and such Named User License shall define the extent to which such individual may Use the Package, such Use of the Package in all cases being further subject to the Package License and otherwise in accordance with the terms of the Contract.

1.2.2 Additional Named User Rules for SBOP and Legacy SBOP Software Not Licensed For Standalone Use. "SBOP" and "Legacy SBOP" shall mean any Software identified as SBOP or Legacy SBOP, respectively, in Exhibit 1 to these Use Terms. Unless otherwise specifically set forth herein, all references to "SBOP" shall be deemed to include any licensed Software identified under any Order Form as "Legacy SBOP"; however, references to "Legacy SBOP" shall only mean any licensed Software specifically identified as "Legacy SBOP" on Exhibit 1. Any licensed SBOP may only be Used by individuals licensed as a Developer User, Expert User, Business Analytics Professional User or BI Limited User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software). Any licensed Legacy SBOP may only be Used by individuals licensed as a Developer User, Expert User, Business Analytics Professional User, BI Limited User, or Business Information User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

1.2.3 Runtime Software. Licensed Package(s) may utilize limited functionality of other Packages, including but not limited to SAP NetWeaver Foundation, for which Licensee does not hold a license ("Runtime Software"). Until Licensee has expressly licensed the Runtime Software, Licensee's Use of such Runtime Software is limited to access by and through the licensed Package(s), and any permitted Modifications thereto for the sole purpose of enabling performance of the licensed Package(s). In the event Licensee Uses a Package to build and/or operate a custom developed or third party application, additional licenses may be required.

1.2.4 Country / Language Versions and Availability Restrictions. There are no applicable country/language specific versions licensed by Licensee from SAP unless otherwise specifically stated in an Order Form. Packages may be subject to availability restrictions. Information about such restrictions including country availability, supported languages, supported operating systems and databases may be provided through the Product Availability Matrix (PAM) published at [www.service.sap.com/pam](http://www.service.sap.com/pam) or otherwise included in the Documentation.

#### 1.3. Exceptional License Principles / Rules of Use for Special License Scenarios

1.3.1 This Section 1.3 sets forth the exceptional license principles / rules of Use for the following special license scenarios ("Special License Scenarios"), and, to the extent the exceptional license principles / rules of Use for any Special License Scenario identified in this Section 1.3 contradict the standard license principles / rules of Use set forth in the Contract and Section 1.2 hereof, then the terms of this Section 1.3 shall control over those contradicting terms in Section 1.2 hereof.

1.3.2 Standalone Use. Software is licensed solely for Standalone Use if identified as such in the applicable Order Form. SBOP Software licensed from any resellers, distributors or other third parties may be Used solely for Standalone Use, unless otherwise agreed by SAP in writing in the applicable Order Form. "Standalone Use" means the Software (and any corresponding Third Party Software) may not be Used to access, directly or indirectly, in any manner whatsoever, any other Software and/or Third Party Software licensed from SAP, or an authorized reseller, distributor, OEM or other authorized partner of SAP. Software licensed for Standalone Use, however, may be Used with other Software (and any corresponding Third Party Software) that is licensed for Standalone Use.

As a rule, the Use of Software licensed for Standalone Use does not require a Named User License in addition to the Package License for the respective Software itself. For avoidance of doubt, all SBOP and/or Sybase Software licensed by a Business Objects entity or a Sybase entity prior to its legal integration with a successive SAP entity is deemed licensed for Standalone Use only.

1.3.2.1 Standalone Use of SBOP and Legacy SBOP Software. Use of SBOP and Legacy SBOP licensed for Standalone Use does require a Named User License in addition to the Package License for the actual SBOP or Legacy SBOP, respectively. The only Named User types authorized to Use SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional

User, or SAP Application Standalone BI Business Analyst Limited User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software). The only Named User types authorized to use Legacy SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional User, SAP Application Standalone BI Limited User, or SAP Application Business Information Viewer User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

- 1.3.3 **Restricted License.** If Licensee acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("OEM Application") from a third party, Licensee has acquired a Restricted License. Licensee may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or used by the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the Software may be used with the data mart or data warehouse only to access data created or processed by the OEM Application. Restricted Licenses may not be combined with unrestricted licenses in the same Deployment.
- 1.3.4 **Subscription License.** Unless otherwise agreed in writing between the parties, if the Software is licensed on a subscription basis, Licensee is granted a non-exclusive and non-transferable license to use the Software for a twelve-month term, renewable annually at Licensee's option at the then current Contract rate, if available, or such other rate or term as mutually agreed in writing by the parties.
- 1.3.5 **Development License.** Unless otherwise agreed in writing between the parties, if Licensee receives a development license, you may use the number and type of licenses acquired only to develop or test such developments. A development license cannot be used in or transferred to a production environment.
- 1.3.6 **Update License.** Unless otherwise agreed in writing between the parties, if you receive the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product.

## 2. **METRICS**

### 2.1 **Named User Principles and Metrics**

- 2.1.1 **Named User Principles.** Except as otherwise specifically provided in Sections 1.3.2 and 3 hereof with respect to applicability of Named User Licenses, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the "Named User License" and the "Package License", and be otherwise in accordance with the terms of the Contract. The total number of licensed SAP Application Limited Professional Users must under no circumstances exceed the sum of licensed SAP Application Professional Users and SAP Application Business Expert Users. The transfer of a Named User License from one individual to another may only be done in if the individual to which the Named User License is assigned (i) is on vacation, (ii) is absent due to sickness, (iii) has his/her employment terminated, (iv) is moved into a new job function which no longer requires him/her to Use any Packages or (v) is subject to a condition that is otherwise agreed by SAP.

- 2.1.2 **Important Note for Licensees with Contracts from 2006 and Earlier.** Such Licensees may have licensed one of the following previous user types: mySAP.com Users, SAP Business Suite Users, SAP ERP Users, Individual SAP solutions Users.

Licensees that have already licensed one or several of the above user types are permitted to license additional users of the same user types. Such Licensees are not permitted to license SAP Application Users within their existing license contract. Licensees with contracts from 2006 or later that contain SAP Application users are not permitted to license any of these previous user types.

- 2.1.2 **Named User Metric – Categories, Types and Corresponding Definitions.**

Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

### 2.2 **Package Principles and Metrics**

- 2.2.1 **Package Principles.** Each Package is licensed based upon the Metric applicable to it, and in no case may Use of a Package exceed the License Level for which the Package is licensed.

- 2.2.2 **Package Metrics – Types and Corresponding Definitions.**

Package Metrics, including types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

## 3. **PACKAGE SPECIFIC TERMS / USE RULES**

- 3.1 **Package Licenses.** A Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms / Use rules applicable to such Package as outlined in Exhibit 3, which is incorporated herein by reference.

- 3.2 **Applicability.** This Section 3.2 applies to any Package (including, without limitation, databases) licensed pursuant to an Order Form and identified as a Third Party Software (including databases) in such Order Form (as used herein, "Third Party Software Package"). All Third Party Software Packages are restricted for Use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not be used with any other Package, or on an individual basis. Unless otherwise specifically provided in the Order, any Use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.

- 3.2.1 **Exceptions from standard SAP terms for Third Party Software Packages.**

- 3.2.1.1 Modifications as defined in the Contract shall not apply to any Third Party Software Packages. Licensee shall not make Modifications to Third Party Software Packages, or otherwise modify Third Party Software Packages unless expressly authorized by SAP in writing.
- 3.2.1.2 Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, WITH RESPECT TO ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING FROM OR RELATED TO THE THIRD PARTY SOFTWARE LICENSED PURSUANT TO AN ORDER FORM REFERENCING THESE USE TERMS, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES FOR THE APPLICABLE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.
- 3.3** Third Party Databases
- 3.3.1. If a runtime database is licensed and the Order Form does not exclude any Packages licensed thereunder from such runtime database license, then the following terms shall govern Licensee's Use of such runtime database:
- 3.3.1.1. Licensee may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form. In the event Licensee Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.
- 3.3.2 If a runtime database is licensed and the Order Form excludes certain Software Packages licensed thereunder from such runtime database license ("Excluded Components"), then the following terms shall govern Licensee's Use of such runtime database:
- 3.3.2.1 Licensee may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form that are not Excluded Components. In the event Licensee Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.
- 3.3.2.2 The Excluded Components may require a database product. Respective to the Excluded Components: (i) neither the Order Form nor the Contract contain a license to use any database product, even where integrated or pre-installed as part of the Excluded Components; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
- 3.3.3 If a runtime database is not licensed, then the following terms shall apply:
- 3.3.3.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to such Packages: (i) neither the Order Form nor the Contract contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
- 3.4** Standalone Use for Third Party Databases
- If an Order Form referencing these Use Terms includes a Standalone Use restriction, then the following terms shall apply:
- 3.4.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to Packages: (i) neither the Order Form nor the Contract contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
- 3.5** Open Source Software
- Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and/or delivered with the Software as a "README" file and apply to Licensee's use of any such open source products. The definition of open source can be found under [www.opensource.org/](http://www.opensource.org/).
- 3.6** SAP Best Practices
- Software Packages may be delivered with settings and master data that have been pre-configured to address the requirements of a specific industry sector or country (SAP Best Practices). SAP Best Practices are not licensed for use on productive systems.
- 3.7** SAP Tools
- The Software, particularly the ABAP Workbench and SAP NetWeaver, contains software tools. Licensee may only use these tools to program Modifications or to create Add-ons to the SAP software in accordance with the Contract. The tools may not be transferred, either in whole or in part, into modified or created software.
- 3.8** Function Modules

The Software may contain function modules, which are stored in a function library. Some of these function modules carry a release indicator for transfer into modified or newly created software. Only these function modules may be transferred by the Licensee into Modifications or Add-ons to the software. The function modules may not be modified or decompiled unless otherwise permitted under the Contract.

Exhibit I

Legacy SBOP and SBOP Software

Legacy SBOP

<b>Business Intelligence</b>
SAP BusinessObjects BI Package (CPU)
SAP BusinessObjects BI Package (user)

SBOP

<b>Business Intelligence</b>	<b>Use Rights that do not require a named user license</b>
BA&T SAP BusinessObjects BI Suite (user)	Access platform services; customize, personalize dashboards, BI widgets, and user profiles; view (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against predefined reports
BA&T SAP BusinessObjects BI Suite (Concurrent Session license ("CS"))	Access platform services; customize, personalize dashboards, BI widgets, and user profiles; view (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against predefined reports
BA&T SAP BusinessObjects Business Intelligence Platform (user)	Access platform services and view environment.
BA&T SAP BusinessObjects Business Intelligence Platform (CS)	Access platform services and view environment.
BA&T SAP BusinessObjects Business Intelligence Platform Mobile add-on (user)	View (i.e., refresh and interact) Mobile-enabled content
BA&T SAP BusinessObjects Business Intelligence Platform Mobile add-on (CS)	View (i.e., refresh and interact) Mobile-enabled content
BA&T SAP Crystal Reports (user)	View (i.e., refresh and schedule) reports
BA&T SAP Crystal Reports (CS)	View (i.e., refresh and schedule) reports
BA&T SAP BusinessObjects Web Intelligence (user)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) a predefined report
BA&T SAP BusinessObjects Web Intelligence (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) a predefined report
BA&T SAP BusinessObjects Analysis edition for OLAP (user)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Analysis edition for OLAP (CS)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Analysis edition for Office (user)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Analysis edition for Office (CS)	View (i.e., refresh and interact) documents
BA&T SAP BusinessObjects Dashboard (user)	View (i.e., refresh and interact) dashboard models
BA&T SAP BusinessObjects Dashboard (CS)	View (i.e., refresh and interact) dashboard models
BA&T SAP BusinessObjects Explorer (user)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Explorer (CS)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Explorer accelerated package (user)	View (i.e., search, view and navigate) data sets

BA&T SAP BusinessObjects Explorer accelerated package (CS)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Integration, version for ESRI GIS software by APOS (CS)	View data from business applications in a report, analysis or dashboard (indirect access)
BA&T SAP BusinessObjects Integration, version for ESRI GIS software by APOS (User)	View data from business applications in a report, analysis or dashboard (indirect access)
BA&T SAP BusinessObjects Predictive Workbench by IBM	Access platform services; customize, personalize dashboards, BI widgets, and user profiles; view (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against predefined reports
<b>Enterprise Information Management</b>	
SAP BusinessObjects Operational enterprise information mgmt package	View and drill down on information, read-only access to the application.
SAP BusinessObjects Analytical enterprise information mgmt package	View and drill down on information, read-only access to the application.
BA&T SAP BusinessObjects Data Services	View and drill down on information, read-only access to the application.
BA&T SAP BusinessObjects Information Steward	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Information Steward Multi-Source Integrators by MITI Add-on	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Event Insight	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Federator	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Integrator (DI)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Quality Management (DQM)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects DQM, version for SAP Solutions	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Data Quality Management SDK	View and drill down on reports, read-only access to the application.
<b>GRC</b>	
BA&T SAP BusinessObjects Access Control	Managers, executives and auditors who receive alerts, access reports and dashboards. End users who submit access requests or self-services. Access request approvers, certification reviews and remediation actions.
BA&T SAP BusinessObjects Process Control	Users who view reports & analytics. Such as control testing results, state of 'compliance health' of the organization reports, control -risk coverage reports, or reports on state of control testing for a process or organization.
BA&T SAP BusinessObjects Risk Management	Users designated or acting as a risk owner to review and test assumptions and make adjustments, user who utilize the system for reports or supporting audits
BA&T SAP BusinessObjects GTS, Export	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Import	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Restitution	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Trade Preferences	View and drill down on reports, read-only access to the application.



BA&T SAP BusinessObjects GTS, Bundle	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Goods Movement with EMCS	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects GTS, Sanction Party List Service	View and drill down on reports, read-only access to the application.
BA&T SAP Electronic Customs Processing for AES (Automated Export System)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Sustainability Performance Management	View and drill down on reports, read-only access to the application other than users involved in the data-gathering process who respond to approval requests, enter sustainability-related data manually, and respond to surveys/workflows received. Maps to pre-configured roles of approver, business contributor and analyst
<b>EPM</b>	
BA&T SAP BusinessObjects Planning & Consolidation, version for the Microsoft Platform (BPC)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning & Consolidation, version for SAP NetWeaver (BPC)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning, version for the Microsoft Platform	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning, version for SAP NetWeaver	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Consolidation, version for the Microsoft Platform	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Consolidation, version for SAP NetWeaver	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Planning & Consolidation, SAP NetWeaver Platform Access Component	Not Applicable
BA&T SAP BusinessObjects Planning & Consolidation, Microsoft Platform Access Component	Not Applicable
BA&T SAP BusinessObjects Strategy Management	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Spend Performance Management	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Financial Information Management (FIM)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Intercompany	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Financial Consolidation	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Profitability and Cost Management	View Profitability and Cost Management data via MDX connector
BA&T SAP BusinessObjects Supply Chain Performance Management (SCPM)	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Disclosure Management	View and drill down on reports, read-only access to the application.
BA&T SAP BusinessObjects Notes Management	View and drill down on reports, read-only access to the application.

## Exhibit 2

**Named User Metrics and Package Metrics****Metrics Used with Named Users**

**SAP Application Developer User** is a Named User authorized to access the development tools provided with the licensed Software for the purpose of making Modifications and/or Add-ons to the licensed Software and also includes the rights granted under the SAP NetWeaver Developer User and SAP Application Employee User.

**SAP Application Business Expert User** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) and also includes the rights granted under the SAP Application Professional User.

**SAP Application Professional User** is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Application Limited Professional User.

**SAP Application Limited Professional User** is a Named User authorized to perform limited operational roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Application Business Information User. The Contract has to define in detail the limited use rights being performed by such Limited Professional User.

**SAP Application Business Information User** is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with licensed Legacy SBOP, and reports created through Use of licensed Legacy SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals. Each SAP Application Business Information User also includes the rights granted under the SAP Application Employee User.

**SAP Application Employee User** is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) travel planning / expense reporting self-services, (iii) perform procurement self-services, and (iv) room reservation self-services. Each SAP Application Employee User also includes the rights granted under the SAP E-Recruiting User, SAP Learning User and the SAP Application ESS User.

**SAP Application Employee Self-Service User** is a Named User authorized to perform the HR self-services role of employee time and attendance entry supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals. Each SAP Application ESS User also includes the rights granted under the SAP Application Employee Self-Service Core User and the SAP Human Capital Performance Management User.

**SAP Application Employee Self-Service Core User** is a Named User authorized to perform the following HR self-services roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) employee records maintenance, (ii) employee directory, and (iii) benefits and payment services. Further, an ESS Core User is also authorized to access "Non-SAP Content" that resides on Licensee's "SAP Portal", so long as accessing such Non-SAP Content does not require or result in any Use of the licensed Software (beyond access to such Non-SAP Content as it resides on Licensee's SAP Portal). As used in this ESS Core User definition, (i) "Non-SAP Content" means information created through no Use of the licensed Software and (ii) "SAP Portal" means any portal created by Licensee Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

**SAP Application HANA Administrator User** is a Named User authorized to perform all roles supported by licensed HANA Software (excluding the right to make Modifications and/or Add-ons) where Used solely in conjunction with Non-SAP Applications, and includes the rights granted under the SAP HANA Application Viewer User.

**SAP Application Standalone HANA Administrator User** is a Named User authorized to perform all roles supported by HANA Software licensed for Standalone Use (excluding the right to make Modifications and/or Add-ons) where used solely in conjunction with specific application(s) that are licensed SAP Proprietary Information (also contractually restricted for Standalone Use) and that do not otherwise by themselves require an SAP Named User license and/or Non-SAP Applications used solely in a Standalone Use manner subject to the contractual Standalone Use restriction, and includes the rights granted under the SAP HANA Standalone Viewer User.

**SAP Application HANA Viewer User** is a Named User authorized to Use the licensed HANA Software to enable report reading and viewing functions solely in conjunction with Non-SAP Applications.

**SAP Application Standalone HANA Viewer User** is a Named User authorized to Use the HANA Software licensed for Standalone Use to enable report reading and viewing functions solely in conjunction with application(s) that are licensed Software or Third Party Software (also contractually restricted for Standalone Use) and that do not otherwise by themselves require an SAP Named User license and/or Non-SAP Applications used solely in a Standalone Use manner (subject to the contractual Standalone Use restriction).

**SAP Application HANA Administrator Upgrade User** is a Named User authorized to perform all roles supported by licensed HANA Software (excluding the right to make Modifications and/or Add-ons) where Used solely in conjunction with Non-SAP Applications provided such Named User is also an individual licensed from SAP as an SAP Application HANA Viewer User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application HANA Viewer User for so long as Licensee continues to receive support under the Contract.

**SAP Application Standalone HANA Administrator Upgrade User** is a Named User authorized to perform all roles supported by HANA Software licensed for Standalone Use (excluding the right to make Modifications and/or Add-ons) where used solely in conjunction with specific application(s) that are licensed Software or Third Party Software (also contractually restricted for Standalone Use) and that do not otherwise by themselves require an SAP Named User license and/or Non-SAP Applications used solely in a Standalone Use manner subject





to the contractual Standalone Use restriction provided such Named User is also an individual licensed from SAP as an SAP Application Standalone HANA Viewer User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Standalone HANA Viewer User for so long as Licensee continues to receive support under the Contract.

**SAP Application Business Expert Upgrade User** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) provided such Named User is also an individual licensed from SAP as an SAP Application Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Professional User for so long as Licensee continues to receive support under the Contract.

**SAP Application Business Analytics Professional User** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) and includes the rights granted under the SAP Application BI Limited User. For purposes of clarification, an SAP Application Business Analytics Professional User may extract data from any data source into SBOP and/or push data out of SBOP into any data source provided Licensee has secured an appropriate license for all such data source(s) (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into SBOP where the data source is non-SBOP Software and/or third party software licensed from SAP).

**SAP Application Business Analytics Professional Upgrade User** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) provided such Named User is also an individual licensed from SAP as an SAP Application BI Limited User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application BI Limited User for so long as Licensee continues to receive support under the Contract. For purposes of clarification, an SAP Application Business Analytics Professional Upgrade User may extract data from any data source into SBOP and/or push data out of SBOP into any data source provided Licensee has secured an appropriate license for all such data source(s) and such Use is otherwise in accord with the terms of the Contract (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into SBOP where the data source is non-SBOP Software and/or Third Party Software licensed from SAP).

**SAP Application BI Limited User** is a Named User who is solely authorized to Use one (1) of the following SBOP components, subject to each SBOP component being licensed: (i) Mobile Designer, (ii) Crystal Reports Designer, (iii) WEB Intelligence Designer, (iv) Explorer Designer, (v) Dashboard Designer, (vi) SAP BusinessObjects Analysis software edition for OLAP, or (vii) SAP BusinessObjects Analysis software edition for Microsoft Office. For purposes of clarification, an SAP Application BI Limited User may extract data from any data source into one (1) of the stated SBOP components (where licensed) and/or push data out of one (1) of the stated SBOP components (where licensed) into any data source provided Licensee has secured an appropriate license for all such data source(s) (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into one (1) of the stated SBOP components where the data source is non-SBOP Software and/or Third Party Software licensed from SAP).

**SAP Application Standalone Business Analytics Professional User** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) licensed for Standalone Use and also includes the rights granted under the SAP Application Standalone BI Limited User.

**SAP Application Standalone BI Limited User** is a Named User who is solely authorized to Use one (1) of the following SBOP components, subject to each SBOP component being licensed for Standalone Use: (i) Mobile Designer, (ii) Crystal Reports Designer, (iii) WEB Intelligence Designer, (iv) Explorer Designer, (v) Dashboard Designer, (vi) SAP BusinessObjects Analysis software edition for OLAP, or (vii) SAP BusinessObjects Analysis software edition for Microsoft Office. The SAP Application Standalone BI Limited User also includes the rights granted under the SAP Application Business Information Viewer User.

**SAP Application Business Information Viewer User** is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with licensed Legacy SBOP, and reports created through Use of licensed Legacy SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals.

**SAP Learning User** is a Named User who is authorized to access solely the following learning solutions on SAP's price list, provided that those learning solutions are licensed. A SAP Learning User is not entitled to access other SAP solutions or solution components. The applicable learning solutions offered by SAP comprise the following:

- SAP Learning Solution
- SAP Enterprise Learning Environment
- SAP Acrobat Connect Professional Learning by Adobe
- SAP Acrobat Connect Professional Meeting by Adobe
- SAP Productivity Pak by ANCILE - excl. North America
- SAP Productivity Pak Help Launch Pad by ANCILE - excl. North America
- SAP Productivity Composer by ANCILE - excl. North America
- SAP Productivity Composer Help Launch Pad by ANCILE - excl. North America
- SAP Productivity Pak by ANCILE - North America only
- SAP Productivity Pak Help Launch Pad by ANCILE - North America only
- SAP Productivity Composer by ANCILE - North America only
- SAP Productivity Composer Help Launch Pad by ANCILE - North America only

**SAP E-Recruiting User** is a Named User authorized to access the E-Recruiting engine only. E-Recruiting Users are not entitled to access other SAP solutions or solution components.

**SAP Human Capital Performance Management User** is a Named User authorized to access the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals to maintain: (i) employee appraisals, (ii) talent and skill profiles, and (iii) profile match up.



**SAP Manager Self-Service User** is a Named User authorized to perform one or more of the following manager self-services related roles supported by the licensed Software (excluding SBOP): (i) request administrative changes using processes and forms contained within HCM, (ii) create requisition requests and candidate assessments, (iii) perform talent assessments and appraisals, (iv) plan and approve compensation, (v) obtain an budget overviews, (vi) organize project management tasks, (vii) perform planning tasks, (viii) approve travel requests and expenses, and (ix) perform workflow tasks. SAP Manager Self-Service User also includes the rights granted under the SAP Application Employee User.

**SAP Banking User** is a Named User solely authorized to access the specified industry packages for banks. Banking Users are not entitled to access other SAP solutions or solution components.

**SAP Retail Store User** is a Named User working in Licensee's retail store as an associate who is solely authorized to perform non-managerial retail store / point-of-sale related roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Application Employee User.

**SAP Logistics User** is a Named User solely authorized to perform following tasks for the applicable licensed Supply Chain Execution Software:

- **Transportation Management:** Looking up a freight contract, tracking a certain shipment and similar activities, update master data (rates, lanes, locations), Transportation request entry, transportation planning on, responding to RFP (request for proposal) for tendering, Event Management (EM) confirmation, charge calculation verification and similar activities.
- **Warehouse Management:** Confirm goods receipts and putaway, goods issues and picking and stock movements including replenishment, and production staging and enter physical inventory counts.
- **Product and Item Traceability:** Viewing a serialized and/or any tracked object on ad hoc basis, such as querying its current or past location or ascertaining product genealogy. User accessing product traceability solutions on an ad hoc basis to report goods movement or view traceability reports.

For Licensee employees, the SAP Logistics User also includes the rights granted under the SAP Application Employee User.

**SAP Shop Floor User** is a Named User working in Licensee's production facilities who is solely authorized to perform one or more of the following roles supported by the licensed Software: (i) display work instructions, and document activities and operations, (ii) confirm goods receipts, goods issues and stock movements, (iii) enter production order confirmations, (iv) record product or production information, e.g. quality inspection results or plant/process/equipment data, (v) enter production issues and related service requests, and (vi) reporting or dashboarding related to items (i)-(v). SAP Shop Floor also includes the rights granted under the SAP Application Employee User.

**SAP Maintenance Worker User** is a Named User who is a maintenance worker solely authorized to perform one or more of the following roles supported by the licensed Software (excluding SBOP): (i) confirm maintenance notifications, (ii) enter time confirmations, goods issues, stock movements and completion confirmations into maintenance work orders, (iii) enter service requests and service request entry sheets, and (iv) any maintenance activities related to items (i) – (iii). SAP Maintenance Worker User also includes the rights granted under the SAP Application Employee User.

**SAP Engineering User** is a Named User that is authorized to access the following data and objects solely via the Access Control Component (ACC) of the licensed SAP Collaborative Product Development Package, excluding in all cases access to any data or objects by or through SBOP portfolio products:

- (i) Engineering-Bill-of-Material and Product Structure Management data;
- (ii) Design Documents related to data under (i) in Document Management System (DMS);
- (iii) the Business Context Viewer; and
- (iv) 3D visualization content.

In the case of individuals who are employees of Licensee, the SAP Engineering User also includes the rights granted under the SAP Application Employee User.

**SAP Procurement Self-Service and Collaborator User** is a Named User who is authorized to perform the following self-service roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals to: (i) create shopping carts or requisitions, check, receive or collaborate items in a requisition, (ii) request sourcing or contracting support, review and/or approve items for sourcing or contracting other than as a personnel manager, participate in RFX scoring, provide supplier feedback, view reports or search system content, and (iii) upload compliance information or recipe component information. Each SAP Procurement Self-Service User also includes the rights granted under the SAP Application ESS User.

**SAP Partner Channel User** is a Named User who is an employee of Business Partners who is solely authorized to perform one or more of the following channel management functionalities contained within the licensed Software (excluding SBOP): (i) Channel Marketing, (ii) Channel Sales, (iii) Partner Order Management, (iv) Channel Service, (v) Partner & Channel Analytics, and (vi) Partner Management.

**SAP Solution Extension Limited User** is a Named User solely authorized to Use one (1) Third Party Solution licensed by SAP. SAP Solution Extension Limited Users are not entitled to access other SAP solutions, solution components, or data stored in such solutions. SAP Solution Extension Limited User can only be licensed to access the following product: "SAP extended ECM by Open Text", SAP Digital Asset Management by Open Text and "SAP Intelligence Analysis for Public Sector by Palantir" and SAP Application Visualization by iRise (including the add-on for SRM, add-on for general SAP solutions).

**SAP CRM User** is a Named User only authorized to Use (excluding the right to make Modifications and/or Add-ons) CRM Software licensed under the Contract (if any, the "Licensed CRM Software"). An SAP CRM User may extract data from any data source into any Licensed CRM Software and/or push data out of any Licensed CRM Software into any data source provided Licensee has secured an appropriate license for



all such data source(s) and such Use is otherwise in accord with the terms of the Contract. An additional SAP Named User License will not be required solely for the one-way extraction of data into Licensed CRM Software where the data source is Software (other than Licensed CRM Software) and/or third party software licensed under the Contract.

**SAP CRM Rapid Deployment Edition User** is a Named User solely authorized to (i) access the SAP CRM Rapid Deployment Edition and (ii) perform SAP ERP order-status checks through SAP CRM. Access to other SAP software requires a SAP Application Business Expert User, a SAP Application Professional User or a SAP Application Limited Professional User license. The rights granted to a SAP CRM Rapid Deployment Edition User are included in the existing SAP Application Business Expert User, SAP Application Professional User and SAP Application Limited Professional User. The SAP CRM Rapid Deployment Edition User also includes the rights granted under the SAP Application Employee User.

**SAP NetWeaver Gateway User** is a Named User who is authorized to Use licensed Software from the SAP Business Suite portfolio solely through a separate application that indirectly accesses the licensed Software via SAP NetWeaver Gateway. Service calls through SAP NetWeaver Gateway may use stateless protocols only. A stateless protocol is one that treats each request for information as an independent transaction that is unrelated to any previous request so that the communication consists of independent pairs of requests and responses.

**SAP Platform Advanced User** is a Named User who is authorized to Use licensed Software solely through a separate application: A) that (i) adds any new, independent functional components for business processes not contained by the SAP Software, (ii) is developed using a licensed SAP technology, and (iii) connects to and/or communicates through published SAP application program interfaces; and B) which shall in no case (i) enable the bypassing or circumventing of any of the restrictions set forth in the Contract, (ii) provide Licensee with access to any Software to which Licensee is not licensed, and/or (iii) permit mass data or metadata extraction from SAP Software to non-SAP software for the purpose of creating a new system of record for that data or metadata. The SAP Platform Advanced User also includes the rights granted under the SAP Platform Standard User and SAP Platform Extended User.

**SAP Platform Extended User** is a Named User who is authorized to Use licensed Software solely through, and to the extent enabled by, one or more applications that (i) have been certified by SAP's Integration and Certification Center as a platform user compliant solution ("PULCS") for SAP Platform Extended Users (a list of then current PULCS applications certified for SAP Platform Extended Users can be found at "[https://ecohub.sdn.sap.com/irh/ecohub/pul\\_compliant](https://ecohub.sdn.sap.com/irh/ecohub/pul_compliant)" (including any successor site(s) as made known by SAP from time to time, the "PULCS Site")) and (ii) Licensee has first secured all appropriate rights to use such PULCS application(s) from the applicable licensor(s) (i.e., no Software and/or third party software licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s)), shall be considered a PULCS application for purposes of this Named User type, even if such applications are reflected on the PULCS Site).

**SAP Platform Standard User** is a Named User who is authorized to Use licensed Software solely through, and to the extent enabled by, one or more applications that (i) have been certified by SAP's Integration and Certification Center as a platform user compliant solution ("PULCS") for SAP Platform Standard Users (a list of then current PULCS applications certified for SAP Platform Standard Users can be found at "[https://ecohub.sdn.sap.com/irh/ecohub/pul\\_compliant](https://ecohub.sdn.sap.com/irh/ecohub/pul_compliant)" (including any successor site(s) as made known by SAP from time to time, the "PULCS Site")) and (ii) Licensee has first secured all appropriate rights to use such PULCS application(s) from the applicable licensor(s) (i.e., no Software and/or third party software licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s)), shall be considered a PULCS application for purposes of this Named User type, even if such application(s) are reflected on the PULCS Site).

**SAP NetWeaver Developer User** is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of developing and modifying applications (i) that are not licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s) and (ii) for which Licensee has first secured all appropriate rights from any applicable licensor(s). The SAP NetWeaver Developer User also includes the rights granted under the SAP NetWeaver Administration User.

**SAP NetWeaver Administrator User** is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of administering and managing applications (i) that are not licensed from SAP AG, any SAP AG distributor(s), or any authorized resellers of SAP AG or its distributor(s) and (ii) for which Licensee has first secured all appropriate rights from any applicable licensor(s).

**SAP Business Suite/ individual SAP solution Developer User** is a Named User authorized to access the development tools provided with the licensed Software for the purpose of making Modifications and/or Add-ons to the licensed Software and also includes the rights granted under the SAP NetWeaver Developer User and SAP Business Suite Employee User.

**SAP Business Suite / individual SAP solution Business Expert User** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) and also includes the rights granted under the SAP Business Suite Professional User

**SAP Business Suite / individual SAP solution Professional User** is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Business Suite/ individual SAP solution Limited Professional User.

**SAP Business Suite / individual SAP solution Limited Professional User** is a Named User authorized to perform limited operational roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Business Suite Business Information User. The license agreement has to define in detail the limited use rights being performed by such Limited Professional User.

**SAP Business Suite / individual SAP solution Business Information User** is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, and reports created through Use of the licensed Software by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals. Each SAP Business Suite Business Information User also includes the rights granted under the SAP Business Suite Employee User.



**SAP Business Suite / individual SAP solution Employee User** is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) travel planning / expense reporting self-services, (iii) perform desktop procurement self-services, and (iv) room reservation self-services. Each SAP Business Suite Employee User also includes the rights granted under the SAP E-Recruiting User, SAP Learning User and the SAP Business Suite ESS User

**SAP Business Suite / individual SAP solution Employee Self-Service User** is a Named User authorized to perform the HR self-services role of employee time and attendance entry supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals. Each SAP Business Suite ESS User also includes the rights granted under the SAP Business Suite Employee Self-Service Core User and the SAP Human Capital Performance Management User.

**SAP Business Suite / individual SAP solution Employee Self-Service Core User** is a Named User authorized to perform the following HR self-services roles supported by the licensed Legacy SBOP (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) employee records maintenance, (ii) employee directory, and (iii) benefits and payment services. Further, an ESS Core User is also authorized to access "Non-SAP Content" that resides on Licensee's "SAP Portal", so long as accessing such Non-SAP Content does not require or result in any Use of the licensed Software (beyond access to such Non-SAP Content as it resides on Licensee's SAP Portal). As used in this ESS Core User definition, (i) "Non-SAP Content" means information created through no Use of the licensed Software and (ii) "SAP Portal" means any portal created by Licensee Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

**SAP Business Suite Business Expert Upgrade User** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) provided such Named User is also an individual licensed from SAP as a SAP Business Suite Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business Suite Professional User for so long as Licensee continues to receive support under the license agreement.

**SAP Business Suite B2B Sales User** is a Named User who is an employee of Business Partners who is solely authorized to perform one or more of the following order management related roles supported by the licensed Software: (i) check product availability, (ii) configure an order, (iii) place an order, (iv) check order status, and (v) order management activities related to items (i) – (iv).

**SAP ERP Business Expert Upgrade User** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) provided such Named User is also an individual licensed from SAP as an SAP ERP Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP ERP Professional User for so long as Licensee continues to receive support under the Contract.

**SAP Application Professional Upgrade User** is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) provided such Named User is also an individual licensed from SAP as an SAP Application Limited Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Application Limited Professional User for so long as Licensee continues to receive support under the Contract.

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**SAP Business Suite Employee Upgrade User** is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) perform talent management self-services (including employee appraisals, employee development plans, employee training registration, and employee opportunity inquiry and response), (iii) travel planning / expense reporting self-services, (iv) perform procurement self-services, and (v) room reservation self-services provided such Named User is also an individual licensed from SAP as a SAP Business Suite Employee Self Service (ESS) User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business Suite Employee Self Service (ESS) User for so long as Licensee continues to receive support under the Contract.

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**SAP ERP Limited Professional Upgrade User** is a Named User authorized to perform limited operational roles supported by the licensed Software (excluding SBOP) provided such Named User is also an individual licensed from SAP as an SAP ERP Business Information User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP ERP Business Information User for so long as Licensee continues to receive support under the Contract.

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**SAP ERP Employee Upgrade User** is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) perform talent management self-services (including employee appraisals, employee development plans, employee training registration, and employee opportunity inquiry and response), (iii) travel planning / expense reporting self-services, (iv) perform desktop procurement self-services, and (v) room reservation self-services provided such Named User is also an individual licensed from SAP as an SAP ERP Employee Self Service (ESS) User and both such Users are licensed for the same runtime database, if any. If receiving support under the Contract, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP ERP Employee Self Service (ESS) User for so long as Licensee continues to receive support under the Contract.

#### **Metrics Mainly Used with Enterprise Extensions**

**Enterprise Foundation Package** comprises SAP ERP and five (5) SAP Application Professional Users.

**Orders per Year** are defined as the total number of externally created sales and service or purchase orders processed per year. Externally created orders are those orders that are not entered by a SAP Named User.

**Master Records** represent one contractual relationship between the company and an employee whose payroll is being calculated.

**Positions** are defined as the positions within an organization, business unit, geographic location, etc. that will potentially be recruited using SAP E-Recruiting. Note that this is not the same as the number of vacancies in any given year. Each position equates to one and only one employee, regardless of whether the position is defined as part-time or full-time. For example, assume a company has 10,000 positions and 4,000 are white collar and 6,000 blue collar. They use SAP E-Recruiting to fill the white collar positions, but some other solution (or paper) to fill the blue collar positions. The SAP E-Recruiting engine price would be based on  $4,000/500 = 8$  blocks.

**Learner** is defined as any individual accessing the application and engaging in any learning services being processed by the application.

**Active Customers / Vendors** are defined as active business partner master records with financial transactional data within the last 2 years. Business Partner refers to active business partners (including but not limited to customers, vendors master, subsidiaries or headquarters).

**Revenue** is defined as the annual income that a company receives from its normal business activities and other revenue from interest, dividends, royalties or other sources.



For SAP Account & Trade Promotion Management and SAP Trade Promotion Optimization only the revenue needs to be considered which is associated with the business or division which the capabilities of this package will be applied against.

**Operating Budget** is defined as total annual public sector budget of SAP customer (i.e., agency, institution, program or department)

**Program Budget** is defined as the budget for applying the defense organization resources (organic or contracted) to deliver the requisite capability defined by the program delivery mandate and managed in the licensed Software.

**Assets under Management** are defined as the total assets disclosed in the balance sheet, insofar processed by the SAP Software.

**User** is defined as the individual directly or indirectly accessing the Software.

For SAP Real Estate Management: User is defined as the individual who manages office, retail and industrial property and similar portfolios. It is applied for both, owned and operated space, and includes commercial as well as corporate real estate management.

For SAP Oil & Gas secondary Distribution: User is defined as the individual accessing one or more SAP Oil & Gas Secondary Distribution transaction codes.

**Rental Units** are defined as all rental objects that are managed with SAP Real Estate Management.

**Parcels of Land** are defined as units of land managed by the Software.

**Employees** are defined as total number of employees (including contract workers) employed by the Licensee.

**Commission Recipients** are persons who receive payments of any type via SAP Incentive and Commissions Management.

**WCM Plant** is defined as a physical plant or a network location.

**Service Transactions** are defined as the total sum per annum of tickets/cases, complaints, incidents, service contracts, warranty claims and service orders per business support functional domain.

**Financial Objects** are defined as the number of financial objects (sum of Group Account, Operational Account, Cost Element, company, profit center, cost center) stored in the Master Data Governance system.

**Hedge Volume** refers to the volume of financial assets and/or liabilities for which Hedge accounting of interest rate risk shall be implemented. The larger the volume managed the more Hedge functions will be needed.

**Business Partner Objects (MDG)** are defined as the numbers of all business partner type objects stored in the Master Data Governance system. This is the sum of all supplier objects, as well as any user defined object of type business partner (Vendor, B2B Customer, B2B Contact, Employee, Business Partner, etc.) A user defined object is created using the Master Data Governance framework. A **Business Partner** is a natural person within an organization, a group of persons within an organization, or an organization itself that has any kind of a business relationship with a company.

**Product and Other Data Objects (MDG)** are defined as the numbers of all master data objects stored in the Master Data Governance system that are not of type Financials, or Business Partner. This is the sum of all material objects, as well as any user defined object of type things (Product, Article, Contract, Location, Asset, etc.) A user defined object is created using the Master Data Governance framework.

#### **Metrics Mainly Used with Line of Business and Industry Portfolios**

**Accounts** are defined as accounts (checking, savings and trading accounts) or transactions (securities transactions (spot + forward deals) and MM / FX transactions). Accounts in the context of the SAP Capital Yield Tax Management are defined as the number of accounts (e.g., checking, savings and trading accounts) that use the CYT component to calculate taxes or identify tax exemptions.

**Active Contracts** are defined as an agreement between a utility company and a business partner to provide electricity, gas, water, sewage services or waste / cleaning services to the business partner. Thereby a separate contract has to be set up for each service provided (e.g., a utility company provides a business partner with electricity, water and cleaning services, thus three separate contracts have to be set-up). A contract is active if the contract ending date is later or equal to the system date.

**Active Partner Organizations** are defined as the number of active partner organizations with which a brand owner is doing business.

**Active Registered License Plates** are defined as registered vehicle License Plates that received an invoice during the last 12 months.

**Ad sales value** is defined as the total estimated value of all advertising sales generated in SAP Advertising Sales for Media per year.

**Annual Public Sector Budget** is defined as the total annual public sector budget of an SAP customer (i.e., agency, institution, program or department).

**Annual Revenue and Expenses (for SAP Billing for Telecom or SAP Charging and Billing for High Tech)** are defined as the Annual Revenue received and Annual Expenses paid (commissions, royalties, revenue share, etc.) based on pricing and sales events processed through the SAP Billing for Telecom or SAP Charging and Billing for High Tech. Revenue and Expenses are both positive values so that expenses do not net against revenue.

**Annual Revenue and Expenses (for SAP Charging and Billing for Banking)** are defined as the Annual Revenue received and Annual Expenses paid (commissions, royalties, revenue share, etc.) based on pricing and transactions that are actually processed by SAP Service to Cash for Banking e.g., annual revenue and expenses (commissions, royalties, revenue share, etc.). Revenue and Expenses are both positive values for this purpose; i.e., Expenses are not netted against Revenue numbers.

**Average Processed Transactions/Trips/ per day (over 12 months)** is defined as the number of transactions/Trips/Event Detail Records/Billing Items per day passed either into Convergent Invoicing or to Event Detail Records Billing. The number of transactions per day is measured as the average number of transactions over the last 12 months.

**Backorder** is defined as the average number of backorder tasks processed in the backorder cockpit per calendar year.

**Banking Commission Recipient** is defined as a person who receives payments of any type via ICM related to a bank's business (existing commission contract).

**Bank Cards** are defined as the number of cards accounts (Credit Cards, Check cards) that will be priced using the Price Optimization solution on an annualized basis

**Base & Remote Locations** A base location is a central warehouse or distribution center from which the remote locations are supplied with spare parts and materials. Offshore facilities (e.g., platforms) or remote on-shore facilities are examples for remote locations in the Oil & Gas industry. Mines or processing centers are examples for remote locations in the Mining industry.

**Big Tickets** are defined as the number of objects (assets) financed in leasing contracts in one calendar year. Based on the value of the leased asset (financed amount), 5 different ticket sizes are defined for SAP Leasing. Big tickets are, e.g., machines for energy management, high-value cars, custom specific machinery, printing machines, home automation (asset value of 100.001 € - 500.000 €).

**BOEPD Produced:** BOEPD means Barrel of Oil Equivalent per Day. It is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons (whether from conventional or unconventional sources). For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD is provided in the table below.

For BOEPD produced only the produced hydrocarbons are applicable. If pricing cannot be based on BOEPD Produced (new ventures with no crude or gas production), the planned or estimated production of the venture shall apply.

**BOEPD produced in USA:** BOEPD means Barrel of Oil Equivalent per Day. It is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons (whether from conventional or unconventional sources). For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD is provided in the table below.

For BOEPD produced in USA only the hydrocarbons produced in USA are applicable. If pricing cannot be based on BOEPD Produced (new ventures with no crude or gas production), the planned or estimated production of the venture shall apply.

**BOEPD produced outside US:** BOEPD means Barrel of Oil Equivalent per Day. It is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons (whether from conventional or unconventional sources). For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD is provided in the table below.

For BOEPD produced outside US only the hydrocarbons produced globally except the USA. If pricing cannot be based on BOEPD Produced (new ventures with no crude or gas production), the planned or estimated production of the venture shall apply.

**BOEPD scheduled/planned:** BOEPD means Barrel of Oil Equivalent per Day. It is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons (whether from conventional or unconventional sources). For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD is provided in the table below.

For BOEPD scheduled/planned only the scheduled/planned hydrocarbons are applicable.

**BOEPD sold:** BOEPD means Barrel of Oil Equivalent per Day. It is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons (whether from conventional or unconventional sources). For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD is provided in the table below.

For BOEPD sold only the sold hydrocarbons are applicable.

Conversion rules: Metric Definitions listed above are based on the metric BOEPD (Barrel of Oil Equivalent per Day). A customer might want to use the packages for different oil products (e.g. crude oil, refined products like gasoline, natural gas, or Liquefied petroleum products - LPG) and/or measures in other unit-of-measures (UoM) than barrels. In order to enable the conversion of those products and UoMs into BOEPD, the following conversion table can be used.



Conversion Factors:

To Convert

Crude Oil*	tonnes (metric)	kilolitres	barrels	US gallons	tonnes/ year
From		Multiply by			
Tonnes (metric)	1	1.165	7.33	307.86	-
Kilolitres	0.8581	1	6.2898	264.17	-
Barrels	0.1364	0.159	1	42	-
US Gallons	0.00325	0.0038	0.0238	1	-
Barrels/day	-	-	-	-	49.8

\*Based on worldwide average gravity.

From

Products	barrels to tonnes	tonnes to barrels	kilolitres to tonnes	tonnes to kilolitres
			Multiply by	
LPG	0.086	11.6	0.542	1.844
Gasoline	0.118	8.5	0.740	1.351
Kerosene	0.128	7.8	0.806	1.240
Gas oil / diesel	0.133	7.5	0.839	1.192
Fuel oil	0.149	6.7	0.939	1.065

To Convert

Natural Gas & LNG	billion cubic meters NG	billion cubic feet NG	million tonnes oil equivalent	million tonnes LNG	trillion British thermal units	million barrels oil equivalent
From						
			Multiply by			
1 billion cubic meters NG	1	35.3	0.90	0.73	36	6.29
1 billion cubic feet	0.028	1	0.026	0.021	1.03	0.18



NG

1 million tonnes oil equivalent	1.111	39.2	1	0.805	40.4	7.33
1 million tonnes LNG	1.38	48.7	1.23	1	52.0	8.68
1 trillion British thermal units	0.028	0.98	0.025	0.02	1	0.17
1 million barrels oil equivalent	0.16	5.61	0.14	0.12	5.8	1

**Units of Measure**

- 1 metric tonne = 2204.62 lb. = 1.1023 short tonnes
- 1 kilolitre = 6.2898 barrels
- 1 kilolitre = 1 cubic meter
- 1 kilocalorie (kcal) = 4.187 kJ = 3.968 Btu
- 1 kilojoules (kJ) = 0.239 kcal = 0.948 Btu
- 1 British thermal unit (Btu) = 0.252 kcal = 1.055 kJ
- 1 kilowatt-hour (kWh) = 860 kcal = 3600 kJ = 3412 Btu

**OGSD User:** A SAP Oil & Gas Secondary Distribution user is a user working with one or more SAP OGSD transaction codes.

**Business Partner**

**Business Partners for SAP In-House Cash** are defined as active business partner master records with financial transactional data within the last 2 years. Active business partners are the relevant subsidiaries, headquarters and external banks. External banks are defined as banks to be used for cash transfer between the In-House Cash Center (Headquarters) and the external bank.

**Business Partners for SAP Bank Communication Management** are defined as active business partner master records with financial transactional data within the last 2 years. Active business partners are the relevant customers and vendors with financial transactional data within the last 2 years.

**Business Partner for SAP Constituent Services for Public Sector** is defined as a constituent or a grant applicant.

**Business Partner for SAP Payment Processing for Public Sector and SAP Receivables and Payables Management for Public Sector** is defined as a constituent, organization or company.

**Business Partner for SAP Tax and Revenue Management for Public Sector** is defined as a constituent, a taxpayer, a tax agent / tax accountant. Citizens accessing the above packages for a strongly restricted set of tasks (i.e., viewing of documents, change of address, paying of bills and confirmations of delivery and e-filing) do not require a user license.

**Cash Control Points** are defined as the number of cash control points like bank offices (branches), ATMs, central vaults and central bank vaults modeled and used for planning the currency network demand and supply in APO (Advanced Planning and Optimization).

**Claims Cases** are defined as the number of new claims created in Claims Management during a one year period.

**Classified ads** are defined as the number of advertisement versions designed with the SAP ad editor in a one year period.

**Commodities Sold** is defined as the number of commodities sold (e.g., Copper Concentrate, Molybdenum, Iron Ore, Gold, Coal, Lead) as modeled in SAP ERP.

**Consumer Loans** is defined as the number of Consumer Loans (Auto Loans that will be priced using the Price Optimization tool, on an annualized basis.

**Contract Account for SAP Customer Financial Management for Utilities and SAP Customer Financial Management for Wholesale Utilities** is defined as an account in which posting data for contracts or contract items are processed for which the same collection/payment agreements apply.

Contract Account for SAP Customer Financials Management for Telecommunications and SAP Convergent Invoicing for Telecommunications is defined as an account in which posting data for contracts or contract items are processed for which the same collection/payment agreements apply. Pricing is based on maximum number of Contract accounts in master file.

Contract Account for SAP Bill-to-Cash Management for Postal and SAP Bill-to-Cash Management for Postal, option for convergent invoicing: A contract account in this context is defined as an account in which posting data for contracts or contract items are processed for which the same collection/payment agreement applies. Pricing is based on the maximum number of contract accounts in the master file. Contract accounts are customer sub-ledgers to accumulate open items and payments. Per customer various accounts may be used.

**Corporate Accounts** are defined as the number of Corporate Accounts. Corporate Accounts are high value and highly individualized deposits and payment products for the corporate market, often part of hierarchical account structures / groups. Pricing typically on basis of account group not based on single accounts (e.g., cash pooling). Corporate Accounts can be included in a master contract and in this case can be managed by a SAP for Banking application or via an external system.

**Corporate Customers** are defined as the number of Customer Files, which is the number of business partners (customers, prospects, contacts, etc.); distinguished between Retail Customers, Corporate Customers and Bank Employees (in case of Employee Help Desk); all business partners related to/relevant for the planned usage of the solution (specific department/branch, customer group, etc.) need to be counted. In case of Employee Help Desk (using SAP Solution Manager) this metric needs to be applied for the help desk staff. For employees only reporting problems an Employee User will be charged.

**Corporate Loans** are defined as highly individualized loans products for the corporate market with a high value.

**Customer** is defined as the number of active partner records in data base.

**Customers Marketed to** is calculated as: The number of unique customers who have been part of any active (released) campaign in a given calendar year PLUS the number of unique, active members in loyalty programs in a calendar year.

A member is considered active as long as the status of their membership record is "active" in the SAP CRM system, regardless of the number of activities recorded by them.

**Dead Weight Tons (DWT)** are defined as the amount of weight a ship is carrying or can safely carry. For other modes of transportation, a DWT corresponds to a Ton.

**Deposits** are defined as the number of deposits accounts (Saving, Money Market, Checking, CDs etc) that will be priced using the price Optimization solution on an annualized basis.

**Derivatives** are defined as a financial instrument whose value is based on another security.

**Device** is defined as a Point of Sales Device, or Mobile Device for Mobile POS application.

**Employees Scheduled** is defined as the maximum number of employees that need to be considered during a scheduling run.

**Equipment Items** are defined as equipment master records. Each equipment master record which is assigned to Equipment and Tools Management (ETM) is counted for pricing. An equipment master record can be configured as a single item (e.g., a crane), or as a "multi-part equipment" (which could have, e.g., 100 drilling machines in inventory), in both cases only one equipment master record is counted for pricing.

**Events** are defined as the maximum number of event data records that are processed and stored in database over a one year period.

**Finished Items** are defined as the total number of additional finished items created or maintained per year by the customer. A finished item represents vehicles and major assemblies, like engines, axles, and transmissions. Warranty claims, which are created by Dealer Business Management DBM service orders, sent or received out of the SAP DBM system and which are not further processed, are covered. In case of extended use of warranty functionalities this exception is not applicable. Pricing of warranty claims (service requests) will follow the pricing of "SAP Aftersales Support for Automotive".

**Finished Products** are defined as the number of finished items planned in the rapid planning matrix, sequencing table and / or model mix planning.

**Full-time Equivalent (FTE)** is defined as both employees who are employed by the licensed organization and non-employees who may be engaged on emergency related activities, either on a temporary or permanent basis and who are tasked, deployed or managed by the licensed organization for the purposes of disaster or emergency management.

**Full Time Registered Students or Equivalents** is defined as:

- Number of Full-time Students: i.e., Student who are registered for a full course load for the current academic year at the institution.
- Number of Equivalents of Full-time Registered Students (for example, a Part Time student could represent a fraction of a Full Time student).

**Fundable Assets** are defined as Funding Workplace, Mortgage & Leasing.

**Funded Assets** are defined as all contracts (leasing, loans etc.) managed by SAP Funding Management which are currently refinanced. In this context, the effective amount is the sum of all refinancing transactions in status "fixed" or "funded."

**Gross written premium (GWP) of an insurance company** is defined as the total gross premiums of a fiscal year, insofar processed by the SAP solution.

**Gigawatt (GW)** is defined as the measurement of installed capacity. Installed capacity is the maximum production capacity of a plant based on the rated capacity. For a power plant both the electrical power as well the thermal power has to be considered. The installed capacity of a power plant is measured in Watt and commonly used as Megawatt (MW) or Gigawatt (GW).

**Home Equity Products** are defined as the number of home equity loans and lines (such as HELOC, HEL, and FRLO) that will be priced using the price Optimization solution on an annualized basis.

**High Value Loans:** Number of High Value Loans. High value loans normally have a complex structure and a high level of individualization on customer level in the area of corporate banking. They are possibly included in refinancing via syndications.

**Interaction Records** are defined as the total number of interaction records created per year by the SAP CRM interaction center.

**Joint Venture** is defined as a contractual agreement joining together two or more parties for the purpose of executing a particular business undertaking. All parties agree to share in the profits and losses of the enterprise. The maximum number of Joint Ventures per year needs to be considered.

**License Revenue** is defined as the annual value that a company creates from intellectual property license monetization that is handled within the SAP IPM system. License Revenue includes financial validation for deals which is implemented in SAP IPM but does not result in an incoming payment e.g., barter deal.

**Limit Sets** are defined as the number of current Limit sets that are used in the system.

**Loans Volume** in Balance Sheet: Loans Volume in Balance Sheet.

**Logistic Locations** are defined as plants, distribution centers, customers and suppliers/vendors modeled in SAP APO (Advanced Planning and Optimization) where products or resources are planned.

**Location w. Customer Collaboration scenario** is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any e.g., plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Customer Collaboration. This includes all customer locations, that e.g. receive goods, and all supplier locations, that e.g., ship goods, or locations that are otherwise necessary to define in the system when running the Customer Collaboration scenarios.

**Location w. Outsourced Manufacturing scenario** is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any e.g., plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Outsourced Manufacturing. This includes all contract manufacturer owned and managed locations as well as all customer side locations that e.g., receive goods or are necessary to define in the system when running the Outsourced Manufacturing scenarios.

**Location w. Quality Collaboration scenario** is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any e.g., plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Quality Collaboration. This includes all supplier owned and managed locations as well as all customer side locations that e.g., receive goods or are necessary to define in the system when running the Quality Collaboration scenarios.

**Location w. Supplier Collaboration scenario** is defined as a piece of master data that needs to be defined when implementing and using the system. Location refers to any e.g., plant, warehouse, distribution center involved in the collaboration that is part of the collaboration business processes covered within Supplier Collaboration. This includes all supplier owned and managed locations as well as all customer side locations that e.g., receive goods or are necessary to define in the system when running the Supplier Collaboration scenarios.

**Location w. Lean Manufacturing scenario** is defined as all partner locations (both customer locations and supplier locations) in the master file of the SNC solution (ICH), as well as all connected JIT/JIS-partners (Just-in-time/Just-in-sequence) in the table JITCU. Each licensed partner location additionally contains 50.000 in-bound JIT/JIS calls per year. In this case the connected Partner locations / partners are counted per plant of the customer to calculate the license fee (e.g., 2 supplier plants of one company shipping to one customer plant is to be counted as 2 partner locations).

**Maintenance Object** is defined as all objects defined in the MSP (Maintenance and Service Planning) master file (major assemblies such as aircraft, engine).

**Marketing Transactions** are defined as the number of active campaigns defined within the SAP CRM system plus the number of active Market Development Funds (MDF) program memberships per year. An active MDF program membership is one in which a partner has submitted at least one MDF initiative request in that year.

**Medium Tickets** are defined as the number of objects (assets) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing. Medium tickets are e.g., trucks, big cars, construction equipment and forklifts (asset value of 50.001 € - 100.000 €).

**Mortgages** are defined as the number of mortgage accounts that will be priced using the Price Optimization solution on an annualized basis.

**Micro Loans** are defined as highly standardized, low value loans, given by a bank or other institution in emerging countries. Micro loans can be offered, often without collateral, to an individual or through group lending.

**Micro Saving Accounts** are defined as highly standardized deposit services that allow people to store small amounts of money for future use, often without minimum balance requirements. It cannot be a fixed deposit account.

**Number of Cases per year** are defined as the related information around a specific event that is processed by a case manager. As a related concept a case would be the information maintained in a physical file folder that is now maintained as a record in the SAP system.

**Number of Loyalty Members** in the SAP CRM system is defined as the actual 12 months average number.

**Number of Partner Organizations** is defined as the number of partner organizations maintained in the SAP CRM system.



**Number of Records** is defined as the actual 12 months average number of business partners and marketing prospects maintained in the SAP CRM System.

**Number of Sales Employees** are defined as the total number of employees (including contract workers) and business partners using the SAP CRM Sales software.

**Objects** are defined as contracts for financial products that are sold in the retail market and in OTC (over-the-counter) trading (examples: loans, credit facilities), and standardized products that can be bought and sold in an open market (stock exchange) (e.g., Shares, Listed Options, Bonds).

**Outpatient Days in Year: One Outpatient Days** is counted when one patient has been treated as an outpatient in one calendar day, independently of the quantity of work done on that day and on how the work was documented in the SAP system (in one or more treatment cases, and within cases as one or more visit movements).

**Page Views (per year)** are defined as the number of times a web page has been successfully served to a user's browser (in 12 month) as recorded by the log files of the web server. Only web pages, served to the SAP server count towards this metric.

**PIC/S Cashflow Based:** Cash flow based loans except retail loans are defined as:

1. Private Banking / Complex Individual / SME Banking / Mortgages include products with a certain level of personalization on customer level for individuals and small/medium enterprises.
2. Corporate loans are highly individualized loans products for the corporate market and can also have a complex structure.
3. Securities positions

**Participant** is defined as a member of an Access Control Context, or a user utilizing Business Context Viewer.

**Patients treated in Year:** Number of patients treated in one calendar year in the institutions supported by the SAP system. Patients are only counted once, no matter how many times they are treated in the hospital within the year.

**Persons in treated Population** is defined as the number of persons belonging to the population that is treated in the healthcare network to which the Software is applied.

**Physical Locations** are defined as all mines, concentrators, processing plants, smelters, refineries, distribution centers (stock piles), and ports.

**PoD (Point of Delivery)** with an advanced active meter assigned. A Point of Delivery (PoD) is the point to which a utility service or other service is supplied. A meter is advanced if it supports bidirectional communication (also known as "smart meter"); a meter is active if the status in the system has been set to "active" (usually done after the meter has been installed to show the meter is ready); a meter is "assigned" to a PoD if it has been built into an installation and this installation has been assigned to the PoD.

**Production Tons:** Production Tons is defined as the production volume over the period of a year.

**Small Plant:** is defined as a plant with up to 500 employees: A plant is a physical site owned or operated by an enterprise supported by the Software. Employees per plant are all employees and contractors working in the plant.

**SAP Product Structure Synchronization:** Every outsourced manufacturing plant will be considered as small plant. An outsourced manufacturing plant is a physical site owned or operated by a supplier or partner who is part of the engineering to manufacturing scenario supported by Product Structure Synchronization.

**Midsize Plant is defined as a plant with 501 up to 5.000 employees.** A plant is a physical site owned or operated by an enterprise supported by the Software. Employees per plant are all employees and contractors working in the plant.

**Large Plant is defined as a plant with more than 5.000 employees.** A plant is a physical site owned or operated by an enterprise supported by the Software. Employees per plant are all employees and contractors working in the plant.

For SAP Operations Management for Mining: Plants are mines, concentrators, processing plants, smelters, refineries, distribution centers (stockpiles) and ports. Employees include own employees in the operations, contractors, administration and maintenance staff.

**PoDs:** PoD (Point of Delivery) is the point to which a utility service or other service is supplied.

**Portfolio Budget managed with SAP Business Planning for T&L or SAP New Product Development and Introduction for CP** is defined as the total annual (calendar or fiscal year) budget of combined "active" portfolio items contained in SAP Business Planning for T&L or SAP New Product Development and Introduction for CP.

**Point of Sales (POS)** is defined as a physical store or shop-in-shop. Pricing is based on the total number of POS entries in the master file.

**POS Transactions:** Annual number of sales orders based on one-order documents which are triggered by the SAP CRM system and PoS (Point-of-Sale) transaction line items which are executed in the SAP CRM system.

**Private Banking / SME Accounts: Private Banking /SME Accounts** are defined as the number of Private Banking / SME Accounts. Deposits account products with a certain level of individualization on customer. Private Banking / SME Accounts can be included in a master contract and in this case can be managed by a SAP for Banking application or via an external system.

**Private Banking, Complex Individual, SME Loans: Number of Private, Complex Individual or SME Loans.** This business type covers the management of products with a certain level of personalization on customer level for individuals and small/medium enterprises. The product spectrum covers the same type of product as retail banking, but having a higher complexity, higher level of individualization and value.

**Public Sector Spend Budget:** Annual public sector spend budget as published records of budget year procurement obligations.

**R&D Spend Volume:** Annual expenditure of company or relevant business units on R&D activities from financial statements, including headcount, equipment and related projects.

**Retail Accounts:** Number of Retail Accounts. Retail Accounts are standardized deposits products with simple structures and small value for the mass market. Internal accounts are also to be classified as retail accounts. Retail Accounts can be included in a master contract.

**Retail Cashflow:** Cash flow based retail loans are defined as standardized cash flow based loan products for the mass market segment of individuals. The product spectrum covers loans with simple structures and small values for financing consumer products, auto/cars and voyages.

**Retail Customers:** Number of Customer Files = number of business partners (customers, prospects, contacts, etc.); distinguished between Retail Customers, Corporate Customers and Bank Employees (in case of Employee Help Desk); all business partners related to/relevant for the planned usage of the solution (specific department/branch, customer group, etc.) need to be counted.

In case of Employee Help Desk (using SAP Solution Manager) this metric needs to be applied for the help desk staff. For employees only reporting problems an Employee User must be licensed.

**Retail Loans:** Number of Retail Loans. Retail loans are standardized loan products for the mass market segment of individuals. The product spectrum normally covers loans with simple structures and small values.

**Rights Spend:** is defined as the total amount of a company's annual expenditure for the acquisition of intellectual property rights. Rights Spend includes financial validation of deals which are implemented in SAP IPM but do not result in outgoing spent e.g., barter deals.

**Sales Employees using SAP sales** are defined as the total number of employees (including contract workers) and business partners using the SAP CRM Sales Software.

**Sales Orders** are defined as the annual number of sales orders based on order documents which are executed in and triggered from SAP CRM.

**Sales Value** is defined as the total estimated sales value generated in SAP Product Sales and Distribution for Media per year.

**Secured Corporate Receivables** are defined as highly individualized receivables (loan, credit facility ) product for the corporate market, managed either by a SAP for Banking application or in an external system, secured by one or more collateral objects.

**Secured Micro Loans** are defined as a small amount of money loaned to a client by a bank or other institution, offered with a collateral, to an individual or through group lending.

**Secured Private Banking, Complex Individual, SME Receivables** are defined as receivables (loan, credit, facility) with a high level of individualization on customer level, managed either by a SAP for Banking application or in an external system, secured by one or more collateral objects.

**Secured Retail Receivables** are defined as standardized receivables (loan, credit, facility, etc.) product for the mass market, managed either by a SAP for Banking application or in an external system, secured by a collateral object.

**Service Inquiries** are defined as the annual number of service related inquiries; including service process types: complaints, service orders, service incidents, service requests, repair order request for changes, warranty claims & problems.

**Service Parts Inventory** is defined as the current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

**Service Requests and Warranty Claims** are defined as the number of service related inquiries per year, including service process types: complaints, service orders, service incidents, service requests, repair order request for changes, warranty claims & problems plus the number of warranty claims (processed within ERP).

**Shipment** is defined as a physical shipment of cargo from origin to destination. Shipments are consolidated shipments as represented in the software in a one year period.

**Logistic Service Providers:** Shipments are consolidated shipments (orders/bookings/jobs or item lines) as represented in the system in a one year period. The industry terms "bill of lading" (road, air or sea) also refers to a shipment within the SAP system.

**Mill Products:** Shipments are consolidated shipments as represented in the system in a one year period. In the mill products industry, shipments correspond to deliveries, shipments, containers, trucks or railcars.

**Consumer Products:** Shipments are consolidated shipments as represented in the system in a one year period. In the consumer products industry, shipments correspond to deliveries, orders or loads (=vehicles).

**Postal:** Shipments are consolidated shipments as represented in the system in a one year period. Deliveries are always considered as freight units. Additional to the deliveries, also containers, handling units, orders, vehicles or packets can be freight units.

**Small Tickets** are defined as the number of objects (assets) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing. Small tickets are e.g., small cars, medical devices, IT equipment (asset value of 5.001 € - 50.000 €).

**Spare Parts Material Master Records** are defined as the current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

**Spend Volume** is defined as the total amount of a company's annual expenditure for the procurement of all direct and indirect goods and services.

**Subscriptions** are defined as an agreement between the customer and the provider for the access to or use of a service provided under certain terms and conditions. One customer or subscriber could have one or many different subscriptions for different or similar services.

In a bundle, every included main service subscription counts as 1 subscription (e.g., in a Triple Play bundle with Mobile, Internet Broadband and IPTV services, 3 subscriptions would be charged)

**Syndicated Loans:** Syndicated Loans on a wholesale basis, i.e., big tickets (e.g., for infrastructure projects).

**Telecom Orders** are defined as the total annual number of telecom orders and subscriptions (for individual service products or bundles), change processes (e.g., tariff or subscription changes) and cancellations.

**Titles** are defined as the Number of titles actively managed during the last three years period, as reported by the publisher.

**Tonnage Produced:** maximum tonnage produced on one day.

**Trips/vehicle related services (per day)** are defined as the total number of transactions per day processed by the convergent charging system, which are defined as pricing outputs (where one input as Event Detail Record/Billable item can generate one or several pricing outputs). In case several parties participate to the Trip/vehicle related service, the additional transactions triggered by the SAP Convergent Charging engine for settlement purposes need to be counted in addition to the original transactions.

**Transaction per Day:** Transactions per day are defined as the total number of transactions per day processed by the convergent charging system, which are defined as pricing outputs (where one input can generate one or several pricing outputs)

The amount of Transactions per Day licensed must be sufficiently large to accommodate for peak load days, i.e., on any given day of the year the actual Transactions per Day volume of pricing outputs must be less than or equal to the licensed Transactions per Day volume.

Prepaid Telecommunications: Pricing or charging outputs for accounts that have paid or were paid in advance for the services consumed.

Postpaid Telecommunications: Pricing or charging outputs for accounts that will pay or be paid for the services consumed after invoice or payment statement generation.

**Travel Claims** are defined as any Trip or Expense Report that is entered into SAP TM and submitted for claim.

**Vehicles:** Number of finished items ordered in one year. Finished items are vehicles and major assemblies like engines, axles, and transmissions.

**Very Big Tickets** are defined as the number of objects (assets) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing. Very big tickets are e.g., ships, power stations, oil platforms, aircrafts, complex IT projects (asset value of > 500.000 €)..

**Very Small Tickets:** Very small Tickets are defined as the number of objects (assets or services without asset) financed in leasing contracts in one calendar year. Based on the financed amount, 5 different ticket sizes are defined for SAP Leasing. Very small tickets are e.g., PC, laptops, copy machines, printers (asset value of 0 € - 5.000 €).

**Weighted Size of Organization in FTE:** The weighted size of the organization reflects the number of Full Time Equivalent (FTEs) employed in the organization – including military and civilian personnel & reserve.

**Warehouse** is defined as a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products).

**Small Warehouse** is defined as a Warehouse with up to 5.000 delivery items per day. A Warehouse is a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products). For purposes of determining the size of warehouse, a delivery item is the individual inbound or outbound delivery line item of the actual delivery for a goods receipt or a goods issue, which may consist of material, quantity, location specification, put-away or picking date, and batch.

**Midsize Warehouse** is defined as a Warehouse with 5.001 up to 35.000 delivery items per day. A Warehouse is a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products). For purposes of determining the size of warehouse, a delivery item is the individual inbound or outbound delivery line item of the actual delivery for a goods receipt or a goods issue, which may consist of material, quantity, location specification, put-away or picking date, and batch.

**Large Warehouse** is defined as a Warehouse with more than 35.000 delivery items per day. A Warehouse is a building, room, or area within a factory or place of business that is used for storing merchandise, raw materials, or parts (semi-finished products). For purposes of determining the size of warehouse, a delivery item is the individual inbound or outbound delivery line item of the actual delivery for a goods receipt or a goods issue, which may consist of material, quantity, location specification, put-away or picking date, and batch.

**Web Channel User** is defined as employees of external Business Partners who are solely authorized to perform Business to Business sales and/or service management and/or user maintenance activities supported by the web channel software.

#### **Metrics Mainly Used with SAP NetWeaver**

**CPU:** Every CPU that runs at least parts of the licensed software is considered in its entirety.

When counting physical CPUs, each core of a physical CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted.

When counting virtual CPUs, each core of a virtual CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted. If the software will run in a pure virtual environment, physical CPUs will not be considered.



**CPU metric value calculation:** For each CPU, the first processor core shall be multiplied by 1, and each incremental processor core is multiplied by 0.5. The sum for all CPUs shall then be rounded up to the next whole number.

**Adapter Type:** Backend Applications Adapters need to be licensed per adapter usage type (i.e., connectivity to Oracle, Siebel, etc.) irrespective of the number of installations or connected systems; no matter whether the adapter is used together with an SAP solution requiring SAP PI or used in a custom developed scenario.

**GB per Month** is the overall message volume expressed in Gigabytes (GB) per month, which is processed by the respective SAP Application.

**Installation:** An installation is defined as an instance of the software installed at a designated device.

**Blade memory** is defined as memory of the blade.

**External Community Members** are either non-employees of organizations such as schools, universities, charities or governmental entities or business third parties including, but not limited to, customers, employees of distributors and suppliers who are licensed to access solely the SAP Enterprise Portal software. External Community Members are not allowed to access other SAP software and their respective components. Business third party employees participating in collaborative business scenarios that require access beyond SAP Enterprise Portal software need to be licensed as Named Users for the respective SAP software.

**Business Partner Objects** are defined as the numbers of all business partner type objects stored in the Master Data Management system. This is the sum of all supplier objects, as well as any user defined object of type business partner (Vendor, B2B Customer, B2B Contact, Employee, Business Partner, etc.) User defined objects are created using the MDM tool for management within the MDM repository. A Business Partner is a natural person within an organization, a group of persons within an organization, or an organization itself that has any kind of a business relationship with a company.

**Consumer Objects** are defined as the total numbers of all consumer type objects stored in the Master Data Management system. This is the sum of all B2C Customer, B2C Contact, Citizen objects, plus the total number of any additional Consumer type user defined object. User defined objects are created using the MDM tool for management within the MDM repository. A consumer is a natural person or a group of persons (e.g., household) that has any kind of business relationship with a company.

**Master Data Objects** are defined as the total number of all master data objects stored in the SAP NetWeaver Master Data Management system, plus the total number of all master data objects stored in the SAP Master Data Governance System.

**Product and Other Data Objects** are defined as the numbers of all master data objects stored in the Master Data Management system that are not of type Financials, or Business Partner. This is the sum of all material objects, as well as any user defined object of type things (Product, Article, Contract, Location, Asset, etc.). User defined objects are created using the MDM tool for management within the MDM repository.

**Product in Data Cache:** The price is based on the number of products in the Product Data Cache

**Internal User Identifiers** are defined as the total number of individuals working inside the Licensees organization (employee, contract worker and outsourcer), whose credentials and/or user information is managed by the functionality of the licensed Package.

**External User Identifiers** are defined as the total number of individuals being external to the Licensees organization (other than employee, contract worker and outsourcer), whose credentials and/or user information is managed by the functionality of the licensed Package.

**Records** are defined as the total number of leading SAP business objects and/or the number of cases in SAP NetWeaver Folders Management. Archived Records (records attached to archived business objects) are not counted. A leading object is the object the record refers to.

When SAP NetWeaver Folders Management is used to manage employee files, employees managed in the SAP HCM system are the leading object to be counted. When it is used for billing, creditors and debtors are the leading objects to be counted. When it is used in SAP Real Estate Management, real estate objects (including but not limited to real estate contracts, business entities, buildings, pieces of land, rental objects architectural objects, and parcels of land) are the leading objects to be counted. When it is used to manage changes of equipment by utilizing cases, the number of change requests is counted.

**Port** is defined as a communication channel.

**Recipients** are defined as the number of individuals receiving reports from the licensed software.

**Decommissioned Systems** are defined as the number of systems that are retired using SAP NetWeaver Information Lifecycle Management.

**Service Calls** are defined as the total number of HTTP request per calendar year which are processed by SAP NetWeaver Gateway Server. Metadata requests and requests from SAP Software that contains SAP NetWeaver Gateway runtime software are not counted.

**LVM Instances** are defined as the primary application server used for central application services of the managed SAP application, including the enqueue and message services (e.g., the central instance), any SAP Web AS instances associated with the managed SAP application that is not the central instance (e.g. dialog instances), the primary database of the managed SAP application (e.g., database instance), or any occurrences of TREX or LiveCache associated with the managed SAP application.

For the copy/clone/refresh option, only the primary system database of the source systems are counted. In cases where multiple databases are configured for the managed systems (e.g., shadow DB, DB cluster, LiveCache, etc.), then only one database is counted, regardless of which ones or how many are configured.

For third-party (e.g., non-SAP applications) and custom developed applications the entire application is defined as a single LVM instance in SAP NetWeaver Landscape Virtualization Management, regardless of the software architecture for that application.

#### **Metrics Mainly Used with SAP HANA**

**Gigabytes of Memory** are defined as the total amount of memory that may be used by the HANA Software, as measured in gigabytes. Each unit of HANA licensed contains 64 Gigabyte memory.

**Metrics Mainly Used with General Supplementary Products**

**Customer Interactions** are defined as the number of agent-assisted or self-service customer interactions with one or more recommendations made by the RTOM engine per annum. RTOM recommendations might be cross-sell, up-sell or next best action recommendation.

**Installations for Enterprise Project Connection** are defined as the number of installations to 3<sup>rd</sup> party products (e.g., the number of 3<sup>rd</sup> party project system installations that will be connected to SAP systems)

**Portfolio Budget** managed with SAP Portfolio and Project Management (through Resource and Portfolio Management capabilities) is defined as the total annual (calendar or fiscal year) budget of combined "active" portfolio items contained in SAP Portfolio and Project Management (through Resource and Portfolio Management capabilities).

**Contracts** are defined as the total number of contracts the company plans to address within the application. The total number of contracts is the number of contracts used in all functions including procurement, sales, legal, partner management, HR, real estate, and all other functions of the organization.

**Work-Center** is designed as a "Kanban Work-Center" or a "Pacemaker Work-Center." A Work center can be "single" resource or a "group of resources" where a single schedule is created for the line.

**Auto-ID Site** is defined as a physical location identified by a street address where device(s) are capturing and transmitting data, connected with Auto-ID Enterprise and/or Auto ID Infrastructure software. Multiple separate physical structures with no common walls and which have the same street address will be considered separate sites.

**Database Size** is defined as the database size of the productive system and is calculated individually for each system that means for each ERP, BI and CRM system.

For SAP NetWeaver Information Lifecycle Management Database Size is defined as the total database size of productive SAP system where SAP NetWeaver ILM Retention Management is run.

**Resources** are defined as uniquely identified users or pieces of equipment, including machines, tools and scanners that directly or indirectly feed data to or accesses data from the SAP Manufacturing Execution System.

**Recommendations** are defined as the total number of recommendations created by the RTOM system in a calendar year.

**Employees (SAP MII)** are defined as the total number of employees in those plants and supporting locations using SAP MII, and where employees are workers, mobile workers, contractors or partners associated with those plants/locations.

**BCM multi-channel User** is defined as the user (agent and/or supervisor) who works in a contact center environment and handles incoming contacts through multiple communication channels (voice, email and chat) and/or handles outbound campaign calls and/or uses supervisor tools to supervise contact center agents.

**BCM voice-only User** is defined as the user (agent) who works in a contact center environment and handles incoming contacts through voice channel only or handles outbound campaign calls only.

**BCM personal-telephony User** is defined as the user who uses the system for office telephony only without access to contact center capabilities.

**BCM reporting User** is defined as the total number of users (multi-channel user, voice-only user and personal telephony user) in the SAP Business Communications Management customer system that are collected for communication statistics.

**BCM Rapid Deployment Edition User** is defined as the user (agent and/or supervisor) who works in a contact center environment and handles contacts through voice channel only and views predefined communication statistics within a predefined SAP Business Communications Management Rapid Deployment customer system.

**Defined Business Transactions** are defined as the annual number of service related transactions; including service process types: service incidents, service requests, problems, request for changes and knowledge article.

**Accumulated Database Size** is defined as the database size of all productive SAP systems where the customer will use SAP Landscape Transformation.

**Items per configuration** is defined as the amount of line items in the CRM quotation that have been generated using the solution.

**Tons per year for SAP Commodity Sales & Procurement for iron ore, steel and coal** are defined as the maximum of the sales or purchasing volume for the following commodities: Iron Ore, steel, coal.

**Barrels of Oil Equivalent per day ("BOEPD") for SAP Commodity Sales & Procurement for oil, oil equivalent and gas** are defined as the maximum of the sales or purchasing volume for the following commodities: crude oil, natural gas, Nat Gas Liquids NGL, ethanol, gasoline, jet fuel / kerosene, heating oil.

**Tons per year for SAP Commodity Sales & Procurement for base metals, cereals and sugar** are defined as the maximum of the sales or purchasing volume for the following commodities: tungsten, molybdenum, tantalum, magnesium, cobalt, bismuth, cadmium, titanium, zirconium, antimony, manganese, beryllium, chromium, germanium, vanadium, gallium, hafnium, indium, niobium, rhenium, thallium, uranium, pulp, paper, wheat, corn, rice, sugarcane.

**Tons per year for SAP Commodity Sales & Procurement for alu, grains and other major crop** are defined as the maximum of the sales or purchasing volume for the following commodities: Aluminum, oats, barley, rye, potatoes, cassava, soybeans.





**Tons per year for SAP Commodity Sales & Procurement for non-ferrous base metals** are defined as the maximum of the sales or purchasing volume for the following commodities: copper, lead, zinc.

**Tons per year for SAP Commodity Sales & Procurement for coffee, oilseeds, meat, dairy** are defined as the maximum of the sales or purchasing volume for the following commodities: coffee, rapeseed, canola, sunflower seed, peanuts, oils & fats, oil meal, live cattle, feeder cattle, lean hogs, pork bellies, CME milk, butter, fruits & vegetables, cotton, jute, orange juice, apple juice concentrate, sugar, lumber, tobacco, rubber.

**Tons per year for SAP Commodity Sales & Procurement for tin, nickel, cocoa and tea** are defined as the maximum of the sales or purchasing volume for the following commodities: tin, nickel, cocoa, tea.

**Ounces per year for SAP Commodity Sales & Procurement for silver** are defined as the maximum of the sales or purchasing volume for the following commodities: Silver.

**Ounces per year for SAP Commodity Sales & Procurement for precious metals except silver** are defined as the maximum of the sales or purchasing volume for the following commodities: gold, platinum, palladium, ruthenium, rhodium, osmium, iridium.

**Metrics Mainly Used with Third Party Supplementary Products**

**Process servers** are defined as each server (real or virtual) where scheduled jobs are to be managed.. A process server is required for every single connected application, server or operating system (OS) instance (virtual or physical) with a unique identification on which processes are executed that need to be monitored, managed and controlled. For each process server purchased the customer is provided with 1 production and 3 non-production environments (i.e., 1 for fail-over for the production instance, 1 for development and 1 for test).

**Invoice** is defined as each item that flow thru the cockpit for reconciliation per year.

**Users and Forms** Users are defined as employees accessing Interactive Forms based on Adobe - Enable the Enterprise.

**Bundles of 40 forms** are defined as 40 modified or created Interactive Forms being accessed.

**Professional Users** are defined as total number of all SAP Professional and SAP Limited Professional named users of the customer irrespectively whether they actually accessing this program or not.

**Scenarios** are defined as scenarios being used in SAP Process Performance Management by Software AG based on SAP Solution Maps. Details on SAP Solution Maps can be found in sap.com: <http://www.sap.com/solutions/businessmaps/index.epx>

**Trucks** are defined as vehicles with order management handled in the application.

**Monitored users** are defined as employees who will be monitored and are authorized to use the reporting console.

**Managed Resources** are defined as the number of Client employees, delivery vehicles and/or any other unique resources managed by SAP Workforce Scheduling & Optimization by ClickSoftware.

**A Scheduled Public Officer** is defined as any employee who is involved in public administration, public security or works for a government agency and which will be planned for the work rosters and/or scheduled for service activities.

**Virtual User** is defined as each user that is simulated in the software to test the load on the SAP system.

**Portal User** is defined as the estimated number of licensed users with access to a particular deployment of the SAP Portal, including SAP Professional Users, ESS/MSS Users, and External Community Members.

**Loadrunner Controller** is defined as the central point for load test design and load test execution.

**Loadrunner Enterprise Controller** is defined as the central point for load test design and execution, and contains a component that provides for web access and scheduling capabilities.

**Testers** are defined as employees working with SAP Quality Center by HP products. For use with SAP Test Acceleration and Optimization tester are defined as employees using SAP TAO and testing SAP applications enterprise-wide.

**Total Assets** are defined as the sum of current and long-term assets owned by the bank.

**Message volume (MB) / month / installation** is defined as data volume in MB of conversions performed per month and per installation.

**Mobile user** is defined as each user accessing data from DB2 Everyplace Database.

**Devices** are defined as all devices accessing data from Sybase SQL Anywhere Database.

**VIP User** is defined as each user accessing SAP Visual Information for Plants by NRX.

**SAP Application Value (SAV)** is defined as the sum of list prices for Named Users, External Community Members, (pan-industry and industry specific) Software Engines and Supplementary Products, excluding those items identified in the list of prices and conditions that do not contribute to the SAP Application Value.

**Contract Price** is defined as the net value of the license contract. Contract Price for partners refers to Partner Buy Price depending on the support delivery model.

**Service request** is defined as the annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders.

**Connected System** is defined as the total number of productive SAP Solution Manager systems connected to the productive systems of SAP Quality Center by HP, Central Process Scheduling by Redwood, or SAP Productivity Pak by ANCILE.

**Total annual budget** is defined as total annual public sector budget of SAP customer (i.e. agency, institution, program or department) based on current budget period.

A **resource contributing to usage volume** is defined as a resource planned during a given calendar year using SAP Multiresource Scheduling or SAP Multiresource Scheduling with Optimizer. A resource is a person (such as a technician, service engineer, or repair engineer), or a production resource (such as a tool, instrument, machine, or room).

**Payment item** is defined as a single Payment transaction within a payment order. A payment order can have one ordering party item and n recipient party items.

**Licensed User** is defined as an individual user licensed as one of the Named User types defined in the price list.

**Employee Files** are defined as employee (employees and former employees) folders containing their electronic files.

**Profile** is defined as an individually produced business mapping document counted for each connected business partner. Each profile is qualified by SAP, example: purchase order inbound, purchase order confirmation outbound, purchase order confirmation inbound, purchase order change and cancelation.

**Net Property Plant & Equipment** is defined as value of the total property, plant and equipment as disclosed in the balance sheet insofar as processed by the SAP solution.

**Cost of Goods Sold** is defined as all expenses directly associated with the production of goods or services the company sells (such as material, labor, overhead, and depreciation). It does not include SG&A or R&D. If COGS is unknown then COPGS shall be equal to 70% of total company revenue.

**An output transaction** means a single instance of a business document that is created, processed, printed or manipulated in some way by the products (e.g., letter, email, PDF, fax, SMS).

**Asset retirement obligation cost estimations** is defined as the volume of the cost estimations which are handled in the solution.

**The cost estimation volume** is equal to the total of the settlement values (expected costs at the estimated retirement date) of all cost estimation items of the cost estimation plans of all Asset Retirement Obligations, which are handled by SAP Asset Retirement Obligation Management. If the customer is using more than one accounting principle, the cost estimation volume is calculated separately for every accounting principle. The maximum of these values will be used for pricing. The cost estimation volume is determined based on the volume, which is valid at the fiscal year end date. Only asset retirement obligations, which are active at this date, will be considered.

**Invoices (outbound)** is defined as the number of invoices sent via e-invoicing.

**Invoices (inbound)** is defined as the number of invoices received via e-invoicing.

**Author** is defined as someone who can create/edit a visualization using SAP Application Visualization by iRise, the add-on for SRM (if applicable), and add-on for general SAP solutions (if applicable)

**Database Objects** is a collection of intrinsic and/or customer-defined properties that is defined by a Palantir dynamic ontology and stored in or accessible by the Palantir system.

#### **Metrics mainly used with business intelligence (BI), enterprise information management (EIM) solutions and address directories**

**Named user License (NUL).** Users are also known as Named User License (NUL). Each individual end user must be specifically identified as the sole holder of a NUL. The sharing of the NUL by more than one individual is expressly prohibited. In addition, NUL(s) may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the licensed Software.

There is no license limit on how many individuals are working concurrently with the Software. There is no license limit on number of processors or servers used. Named Users are identified at logon and do not consume a Concurrent Session license. Concurrent Session licenses and NULs can be purchased in combination for a Deployment, but cannot be shared among or between Deployments.

This metric does not replace the overall SAP Named User licensing requirement.

**Concurrent Access License or CALs (Important note:** this pricing metric is only available through BusinessObjects Value Added Resellers) refers to the aggregate number of end users accessing the licensed Software at any one time. The number of users accessing the licensing Software may not exceed the number of CALs the customer has obtained. CAL(s) are assigned to a particular Deployment, and may not be shared among different Deployments. When using Concurrent Access licenses, customer may not utilize a program or system to cache or queue report requests.

**Annual Subscription** is defined as a periodic recurring fee that is payable every calendar or fiscal year for the right to use software or services during that calendar or fiscal year. This fee is payable each calendar or fiscal year whether or not the software or service has been used during that year.

**Concurrent Session** refers to the aggregate number of sessions accessing the licensed Software at any one time. A session refers to the time between logon and logoff or time out where a unique user, application or platform accesses the licensed Software. The number of sessions accessing each licensed Software product may not exceed the Licensed Level for the number of Concurrent Sessions for such licensed Software product. All Concurrent Session licenses for a given Software product must be assigned to the same, single Deployment, and may not be assigned amongst different Deployments. When Using Software licensed by number of Concurrent Session licenses, Licensee may not utilize any program or system to cache or queue report requests.

**CPU.** Every CPU that runs at least parts of the licensed software is considered in its entirety.

When counting physical CPUs, each core of a physical CPU that runs at least parts of the licensed Software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted.

When counting virtual CPUs, each core of a virtual CPU that runs at least parts of the licensed Software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted. If the Software will run in a pure virtual environment, physical CPUs will not be considered.

**CPU metric value calculation:** For each CPU, the first processor core shall be multiplied by 1, and each incremental processor core is multiplied by 0.5. The sum for all CPUs shall then be rounded up to the next whole number

**Data Migration Project** is defined as a project with a single identified target system where data can be migrated to or from multiple source systems. The package has term limit of 18 months with an initial 6 month maintenance and option to renew maintenance one time for 12 months. Clock starts when the contract is signed.

**Deployment** is defined as a single installation of no more than one of the following Software modules or files within the BA&T SAP BusinessObjects Business Intelligence Platform Software (for which Licensee must obtain a license): Repository, Security Domain, Central Management Server ("CMS"), CMS Cluster, or Crystal Reports Runtime Engine.

**Instance** is defined as a single unique connection to a specified application or technology type.

**Package Fee** is defined as a flat fee to license the software.

**Server** is defined as a physical computer, case, box or blade that houses the CPUs running the software product. Multiple virtual machines on the same physical box are allowed and do not require additional licenses.

**Type License.** When Software or Third Party Software is licensed by Type, the Software or Third Party Software may only be used in connection with an unlimited number of connections to a single, specified database or application.

**Metrics mainly used with governance, risk, and compliance (GRC) and enterprise performance management (EPM) solutions**

**Country Exporting** is defined as the countries where electronic communications with local customs authorities needs to be established.

When licensing by 'country exporting from': Please note that number of countries where electronic communications is available is currently limited. Please check availability before licensing for a particular country.

**Employee** is defined as the total number of employees (including contract workers) employed by the company or employed by the legal entity that is licensing the functionality of the package.

When licensing by Employees for EPM or GRC packages: If the licensed package will be restricted to a division, affiliate or subsidiary of the Licensee, it is possible to use the total number of employees employed by such division, affiliate or subsidiary of the licensee whose activities are being managed by the licensed software.

**One Time Fee** is defined as a flat fee to license the software.

**Monitored Users** are defined as employees, contract workers or other individuals whose credentials, permissions, privileges and/or other user information will be monitored, evaluated or managed by the Software

**Revenue** is defined as income that a company receives from its normal business activities and other revenue from interest, dividends, royalties or other sources.

**Recipients** are defined as the number of individuals receiving reports from the licensed software.

**Metrics mainly used with SAP BusinessObjects solutions for SME**

**Filing:** Each Filing permits one Legal Entity to Use the Software to submit an unlimited number of applications, filings, statements, returns, notices, reports, exemption or such other documents to a single Governmental Entity in each calendar year. Submission of any filing by more than one Legal Entity to the same Governmental Entity or by one Legal Entity to multiple Governmental Entities shall require additional Filing licenses.

"Government Entity" means any federal, state, foreign governmental entity, securities authorities, agency, commission, other regulatory, self-regulatory or enforcement authorities or any courts, administrative agencies or commissions or other governmental authorities or instrumentalities.

"Legal Entity" means any individual, person, partnership, joint venture, corporation, company or other form of enterprise, domestic or foreign.

**Flat Fee/Fixed Fee** is defined as a fixed package license fee for the software.

**Rapid Mart (RM) Module** is defined as a separate unit of software that may include a specific subject-oriented repository of data and/or content designed to answer specific questions for a specific set of users. e.g., Sales, Inventory, Purchasing, General Ledger, HR, etc.

**Metrics mainly used with Sybase Products**

**Application Connection** is a single licensed SUP User or SUP & Afaia HDM User or SUP for Consumers User accessing a single Application. "Application" is a set of related functionality developed by an SUP Developer User Using SUP or a single mobile application (limited to those mobile applications that are (i) separately licensed from SAP by Licensee and (ii) prescribed for Use with SUP, if any).

**Laptop Device** is defined as laptop computer.

**Limited Runtime Option Productivity Apps** are those licensed SAP Enterprise Integration for SAP Mobile Applications or SAP Partner Certified Mobile Apps stated at <http://www.sap.com/solutions/mobility/sap-mobile-platform-runtime-option-for-productivity-apps/index.epx>

**Limited Runtime Option Apps** are those licensed SAP Enterprise Integration for SAP Mobile Applications or SAP Partner Certified Mobile Apps stated at <http://www.sap.com/solutions/mobility/sap-mobile-platform-runtime-option/index.epx>

**Terabyte (TB)** is defined as the amount of data stored in terabytes in the main database of Sybase IQ Server in whole numbers (fractions must be rounded up). If VLDB option is licensed, it must be licensed to match the size of the entire main database of the Sybase IQ Server

### Exhibit 3

#### Package Restrictions

#### 1. **SAP Business Suite and Enterprise Foundation**

- 1.1 **SAP Business Suite.** SAP Business Suite when delivered with embedded analytics capabilities includes SAP provided preconfigured business content, including, but not limited to, preconfigured SAP Crystal Reports and SAP BusinessObjects Xcelsius Enterprise Dashboards that can display data from queries. In order to view, use or modify such preconfigured embedded analytics capabilities shipped with the SAP Business Suite ("Embedded Analytics"), Licensee needs to license the appropriate SAP Business Objects software as well as the required SAP Named User licenses. Licensee may additionally download, install and use the Crystal Reports Viewer for SAP Business Suite Applications to display lists from ALV as SAP Crystal Reports at no added cost under the terms and conditions applicable to SAP Business Suite applications.
- 1.2 **Enterprise Foundation.** Unlike other Package licenses the Enterprise Foundation package comes with 5 (five) SAP Application Professional Users in addition to the use rights for the scope of Enterprise Foundation capabilities. Any additionally required Named Users need to be licensed separately. The license for data destruction in Human Capital Management is included in the ERP license.
- 1.3 **Enhancement Packages for Certain SAP Software.** The enhancement packages for certain SAP Software may provide new and improved software functionality. Each SAP enhancement package contains business functions that Licensee can activate separately and independently from each other. The standard licensing model for SAP also applies to business functions shipped as part of SAP enhancement packages. To activate business functions, additional licenses may be required. In each of these cases, the respective license needs to be in place prior to activating and Using the business function. Upon request, SAP account executives can provide additional information about the required licenses.

#### 2. **Enterprise Extensions**

Enterprise Extension Packages require licensing of the Enterprise Foundation Package.

- 2.1 **SAP Payroll Processing.** Payroll Processing for the USA requires partner software that is subject to additional license fees.
- 2.2 **BSI U.S. Payroll Tax Processing.** BSI requires licensing of SAP Payroll Processing. Special maintenance factor applies.
- 2.3 **SAP Treasury and Risk Management and SAP Treasury and Risk Management, Public Sector.** Use of SAP Treasury and Risk Management is limited to a maximum of a hundred (100) active, investment-related security classes in the securities area\*. In case a larger number of security classes are required, the Industry Package SAP Investment Management for Insurance and/ or SAP Investment Controlling for Insurance have to be licensed.  
  
\* In the SAP system each security (e.g., stocks) is a class. The class data includes all the structure characteristics of a security. Since the creation of transactions and the management of positions in the transaction manager are based on product types, each class needs to be assigned to a product type.
- 2.4 **SAP Environment, Health and Safety (EHS) Management; SAP EHS Management, health and safety; SAP EHS Management, environmental compliance; SAP EHS Management, product safety; SAP EHS Management, product and REACH compliance.** The products listed above provide a framework to support customers in achieving compliance with certain environment, health and safety regulatory requirements. This framework needs to be adjusted, configured and/or expanded by the Licensee to meet the specific requirements of the customer. SAP does not warrant or guarantee regulatory or other compliance. Licensee has the obligation to implement those products in a manner such that regulatory or other compliance requirements are adequately reflected.
- 2.5 **SAP Environment, Health and Safety (EHS) Management; SAP EHS Management, health and safety.** SAP Named Users are not required for employees, contractors, and business partner users that interact with the incident management functionality of SAP EHS Management solely to enter data for initial incident reporting and to provide data for incident investigations. Such data entry may occur asynchronously (off-line) via the Adobe Interactive Form tool, synchronously (on-line) by direct interaction with the SAP system, or via mobile devices. This exception applies only to incident management data entry use, and does not apply to any other uses of the incident management functionality or any other functionality of SAP EHS Management including incident processing, investigation, and performance and regulatory reporting.
- 2.6 **SAP Incentive and Commission Management.** The list price comprises the management of the basic elements commission recipients and contracts, as well as the basic processes valuation, remuneration, closing, and settlement. The option price comprises further functionalities such as manual commission posting, bonus calculation, and target agreement management. Excluded is the functionalities portfolio assignment, credentialing, and risk reduction strategies (actual commissioning and liability management). In case such functionalities are required the corresponding industry package has to be licensed.

- 2.7 **SAP Credit Management, SAP Biller Direct, SAP Collections and Dispute Management.** SAP Named Users are required for employees of Licensee and employees of third parties acting as agents on behalf of Licensee who are using the applications listed above. SAP Named Users are not required for employees of Business Partners who are accessing the software on behalf of such Business Partner.
3. **Industry Packages**
- 3.1 **SAP Upstream Contracts Management for Oil & Gas.** Functional support for any local or legal requirements for any of these solution components is not covered by the standard maintenance agreement. A separate service agreement must be concluded for this purpose.
- 3.2 **SAP Secondary Distribution for Oil & Gas.** The license for "SAP Secondary Distribution for Oil & Gas" includes a license of the industry package "SAP Downstream Sales & Logistics for Oil & Gas" for up to 25,000 BOEPD. For these 25,000 BOEPD, customers need to license at least 4 "SAP Secondary Distribution for Oil & Gas" users per 1000 BOEPD (e.g., 10 000 sold BOEPD -> licensing of 40 users minimum). Licensees selling more than 25,000 BOEPD need to license the industry package "SAP Downstream Sales & Logistics for Oil & Gas" separately for the sales volumes above 25,000 BOEPD. Refined product volumes are considered as equal to crude oil volumes, e.g., one barrel of diesel equals one barrel of crude oil.
- 3.3 **SAP Military Data Exchange.** SAP Military Data Exchange is not available for all countries, for details please see contact information at [www.sap.com/defense-security](http://www.sap.com/defense-security)
- 3.4 **SAP Customer Financial Information Management for Insurance.** For the use within the SAP solutions Policy Management FS-PM, Claims Management FS-CM, Billing and Payment FS-CD, Incentive Management FS-ICM a separate purchase is not required.
- 3.5 **SAP Social Services Management for Public Sector and SAP Constituent Services for Public Sector.** In Public Sector scenarios, constituents are covered by the respective Package license and do not need to be licensed as a SAP Named User.
- 3.6 **SAP Tax and Revenue Management for Public Sector.** External users accessing the above packages for a strongly restricted set of tasks (include the viewing of documents, change of address, paying of bills and confirmations of delivery and e-filing) do not require a SAP Named User.
- 3.7 **SAP Electronic Toll Collection for Public Sector, SAP ERP Billing.** External users accessing the above packages for a strongly restricted set of tasks do not require a user license. These tasks are the viewing of documents, change of address (creation and change of a contract account), paying of bills (e.g., pre-paid top-up process) and confirmations of delivery.
- 3.8 **SAP Distribution Monitoring for Postal.** External users accessing SAP Distribution Management Postal for the strongly restricted set of tasks of viewing of the status / delivery and confirmations of event messages in Event Management via the Web interface do not require a SAP Named User license.
- 3.9 **SAP Convergent Charging for post-paid Telecommunications; SAP Convergent Charging for pre-paid Telecommunications; SAP Charging and Billing for High Tech; SAP Convergent Charging, version for Toll Collection; SAP Billing for TC; SAP Charging and Billing for Banking; SAP Convergent Charging for TC.** Convergent Charging and Billing Software included in the referenced products may not be Used for, or in support of, billing or revenue share calculation for pre-paid telecommunications products, services or systems in the Restricted Countries or to remotely support prepaid telecommunication systems in the Restricted Countries (collectively, the "Prohibited Pre-Paid Telecom Usage"). All warranties, including without limitation any warranties of non-infringement of intellectual property rights and any associated indemnities are expressly excluded to the fullest extent provided by applicable law in connection with any Prohibited Pre-Paid Telecom Usage. The Restricted Countries are Australia, Brazil, Canada, China, Korea, Israel, Japan and Mexico and the United States. "Telecommunication" as used herein refers to products, services, or systems that provide mobile, Voice Over IP (VOIP), or other types of telephone calls..

#### 4. **SAP NetWeaver**

Adapters are only available with a SAP NetWeaver PI license and are licensed for a defined release of a backend system or protocol. Maintenance for adapters covers the support of connectivity to a backend system or compliance to a protocol specification at that given release at the time of licensing. It is within SAP's sole discretion to extend the use rights of an adapter (either partly or fully) to a higher release of the respective backend system or protocol. This applies to change of version of protocols as well.

- 4.1 **SAP NetWeaver Process Integration (PI).** SAP NetWeaver Process Integration may be used by Licensee to integrate Licensee's SAP applications as part of an application-specific runtime license of SAP NetWeaver Foundation. For any other use (e.g., integration into 3rd party applications or non-SAP Applications), SAP NetWeaver Process Integration needs to be licensed separately.
- 4.2 **SAP NetWeaver Process Integration (PI) Adapters.** The adapters listed here are available free of charge with the SAP NetWeaver PI or SAP Process Orchestration license: CICS Adapter by iWay, TMS/IMS Adapter by iWay, JD EDWARDS ONE WORLD XE Adapter by iWay, ORACLE Adapter by iWay, PeopleSoft Adapter by iWay, Siebel Adapter by iWay, JDE World Adapter by iWay, SAP NetWeaver Adapter for IDOCs, SAP NetWeaver Adapter for RFCs, SAP NetWeaver Adapter for File/FTP, SAP NetWeaver Adapter for Http(s), SAP NetWeaver Adapter for SOAP, SAP NetWeaver Adapter for JMS, SAP NetWeaver Adapter for JDBC, SAP NetWeaver Adapter for Mail Protocols (pop, imap, smtp), SAP NetWeaver Adapter for SAP BC Protocol.
- 4.3 **SAP NetWeaver OpenHub.** SAP NetWeaver OpenHub has to be licensed whenever data is being extracted and transferred from SAP NetWeaver BW into third party target systems.
- 4.4 **Planning Application Kit.** A license is required for either SAP BusinessObjects Planning, version for SAP NetWeaver or SAP BusinessObjects Planning and Consolidation, version for SAP NetWeaver whenever the Planning Applications Kit is Used to develop planning applications that leverage in-memory processing of core planning functions

- 4.5 **SAP NetWeaver BeXBroadcaster.** Broadcasting recipients accessing SAP solutions or their respective components need to be licensed for such solutions. SAP NetWeaver BeX Broadcaster, provides Licensees with the ability to broadcast SAP NetWeaver BW information (e.g. BeX reports, BeX Queries and BeX workbooks) to support the distribution of mass information to large audiences in a personalized and secure manner.
- 4.6 **SAP NetWeaver Business Warehouse Accelerator.** Certain hardware restrictions may apply – details are available upon request.
- 4.7 **SAP NetWeaver Enterprise Search.** Certain hardware restrictions may apply – details are available upon request.
- 4.8 **SAP NetWeaver Master Data Management.** For all Enterprise Master Data Management scenarios based on SAP NetWeaver Master Data Management products, a SAP Professional Named User license is required for users maintaining MDM data. In an Enterprise Master Data Management scenario, there is no named user license requirement for users reading/viewing and/or browsing MDM data. This includes, but is not limited to a business user using a search application to identify a record in the MDM repository or catalog users accessing a web catalog.
- 4.9 **SAP NetWeaver Master Data Management, product and other data.** SAP NetWeaver Master Data Management, product and other data includes the license rights of SAP NetWeaver Master Data Management, printing and Product Content Management (PCM).
- 4.10 **SAP Enterprise Master Data Management.** SAP NetWeaver MDM, global data synchronization is not included into the scope of SAP Enterprise Master Data Management. For all Enterprise Master Data Management scenarios based on SAP NetWeaver Master Data Management products, a SAP Professional Named User license is required for users maintaining MDM data. In an Enterprise Master Data Management scenario, there is no named user license requirement for users reading/viewing and/or browsing MDM data. This includes, but is not limited to a business user using a search application to identify a record in the MDM repository or catalog users accessing a web catalog. For all embedded master data management scenarios based on SAP Master Data Governance products the appropriate Named User is required.
- 4.11 **SAP NetWeaver Master Data Management, data quality option.** SAP Master Data Management, data quality option can only be sold and used in combination with SAP NetWeaver Master Data Management or SAP Enterprise Master Data Management. As such, SAP Named User policies for these products apply. SAP Master Data Management, data quality option allows using SAP BusinessObjects DataServices (DataServices) for SAP Master Data Management use cases only. A SAP Master Data Management use case is defined as a scenario where data is (i) cleansed, de-duplicated and loaded via DataServices into SAP NetWeaver MDM (MDM) or SAP Master Data Governance (MDG) or (ii) data is distributed from MDM or MDG to downstream systems via DataServices. DataServices is used for data management within the MDM repository of SAP NW MDM or SAP MDG. This includes but is not limited to on-entry validation and matching or periodic cleansing and de-duplication of the repository.
- 4.12 **SAP NetWeaver Identity Management for employees and SAP NetWeaver Identity Management for non-employees.** SAP NetWeaver Identity Management may be used by Licensee to integrate Licensee's SAP applications as part of an application-specific runtime license of SAP NetWeaver Foundation. For any other use (e.g., Integration into 3rd party applications or non-SAP applications), SAP NetWeaver Identity Management needs to be licensed.
- 4.13 **SAP NetWeaver Foundation for Third Party Applications.** Customers must decide the first time they purchase or license a SAP NetWeaver Foundation for Third Party Applications license which model (user-based or CPU-based) they choose. Switching or mixing CPU-based and user-based licensing for SAP NetWeaver Foundation for Third Party Applications is not permitted.
- 4.14 **SAP NetWeaver Portal, enterprise workspaces.** SAP NetWeaver Portal enterprise workspaces include the runtime rights of SAP NetWeaver Enterprise Portal. In case SAP NetWeaver Portal enterprise workspaces are used standalone without access to any SAP application SAP Named Users licenses are not required.
- 4.15 **Duet Enterprise.** Duet Enterprise is delivered with a limited number of Duet Enterprise Starter Services specified in the Documentation and at: [https://websmp107.sap-ag.de/~sapidownload/012002523100014103542010E/Duet\\_Enterprise\\_services.htm](https://websmp107.sap-ag.de/~sapidownload/012002523100014103542010E/Duet_Enterprise_services.htm). SAP Platform Standard Users may access Duet Enterprise Starter Services provided (i) Licensee has licensed the package license for Duet Enterprise; and (ii) Duet Enterprise Starter Services are accessed solely through Microsoft SharePoint leveraging Duet Enterprise. Any Use of Duet Enterprise beyond the Duet Enterprise Starter Services requires Licensee to license the applicable SAP Named User type and category. In addition, Licensee is also licensed to Use SAP NetWeaver Gateway but only via MS Sharepoint, MS Office and/or Duet Enterprise for the sole purpose of performing Duet Enterprise functions. Any other Use of SAP NetWeaver Gateway requires a separate SAP NetWeaver Gateway license.
- 4.16 **SAP NetWeaver Gateway (embedded license).** Certain SAP Software may contain an embedded license of SAP NetWeaver Gateway. Any Use of SAP NetWeaver Gateway (embedded license) beyond the scope of such SAP Software requires separate licensing of SAP NetWeaver Gateway.
- 4.17 **SAP NetWeaver Process Orchestration.** SAP NetWeaver Process Orchestration includes the rights to use SAP NetWeaver Process Integration (PI), SAP NetWeaver Business Process Management (BPM) and SAP NetWeaver Business Rules Management (BRM).
- 4.18 **SAP NetWeaver Single Sign-On Internal User and SAP NetWeaver Single Sign-On External User.** Users performing developer or administrative functions require a Named User license in addition to the Package License for the Software.
- 4.19 **SAP NetWeaver Landscape Virtualization Management, enterprise edition.** Licenses for LVM instances are not permanently assigned to a specific LVM instance, but can be pooled allowing them to be assigned and unassigned to LVM instances as necessary based on the applications being managed by SAP NetWeaver Landscape Virtualization Management. Licenses for the copy/refresh option must be assigned to a specific SAP system/application (e.g., ECC, CRM, SRM, etc.), and can only be reassigned to a different system/application once in a 12 month period. Licensee acknowledges and agrees that it is Licensee's responsibility to ensure that it has all necessary third party license rights required to clone and/or copy an environment using this

software, and Licensee has obtained and will maintain all such license rights necessary to use the functionality described herein, including without limitation the license right to operate the target system landscape after cloning and/or copying. Without limiting the materiality of other provisions of the Agreement, the parties agree that any violation by Licensee of third party license rights in this respect will be a material breach of the Agreement.

## 5. SAP BusinessObjects

### 5.1 SAP BusinessObjects (BA&T License Model)

#### 5.1.1 *SAP BusinessObjects Business Intelligence*

There are two ways to license SAP BusinessObjects Business Intelligence capabilities:

- (1) SAP BusinessObjects Business Intelligence Suite model The BI Suite includes the SAP BusinessObjects BI platform along with engines for the following: the Mobile engine, the Crystal Reports engine, the Web Intelligence engine, the Dashboards engine, the Explorer engine, the Analysis, for Microsoft Office engine, and the Analysis, for OLAP engine. The BI Suite Package engines include rights to view content for the BI clients identified above.
- (2) Component (non-Suite) model. The SAP BusinessObjects Business Intelligence products that comprise the SAP BusinessObjects Business Intelligence Suite can be purchased separately via a component model if preferred. Each of the following (the "Client Engines") can be purchased individually: the SAP BusinessObjects BI platform, the Mobile engine, the Crystal Reports engine, the Web Intelligence engine, the Dashboards engine, the Explorer engine, the Analysis, for Microsoft Office engine, and the Analysis, for OLAP engine. The engines include rights to view content for the BI clients identified above that have been explicitly purchased.

For a single Deployment of SAP BusinessObjects BI platform, either the SAP BusinessObjects Business Intelligence Suite model or the Component Model must be used. They cannot both be used in a single Deployment of SAP BusinessObjects BI platform.

Author/Designer Licenses are available in two ways:

- a. SAP Application Business Analytics Professional User
- b. SAP Application BI Limited User

Both the SAP BusinessObjects Business Intelligence Suite and the Component models can be licensed using either the Concurrent Session license metric or the Named User (NUL) license metric.

If purchased using the Component (non-Suite) Model, the Client Engines must be licensed using the same metric (NUL or Concurrent Sessions) as the BI Platform and cannot exceed the number of licenses for the BI Platform using the same license metric.

#### 5.1.2 *Dashboard and Visualization*

##### 5.1.2.1 *SAP BusinessObjects Dashboards software*

If you refresh, publish, push or otherwise change data contained in any Dashboards generated SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)), you must have rights to a Dashboards Author/Design License.

##### 5.1.3 *BA&T SAP Business Objects Explorer accelerated package*

The SAP BusinessObjects Explorer package is intended to support a limited use scenario of search and exploration with SAP BusinessObjects Business Intelligence against both in-memory (accelerated) data sources and traditional data sources. The SAP BusinessObjects Explorer Package includes the rights to use Explorer in the following scenarios (1) search and exploration against data via the SAP BusinessObjects semantic layer associated with this license, (2) search and exploration against data resident in accelerated data sources and (3) search and exploration against data contained within Excel or .csv files.

The BA & T SAP BusinessObjects Explorer accelerated package is comprised of:

1. SAP BusinessObjects Explorer engine
2. SAP BusinessObjects BI platform (to be used only to support SAP BusinessObjects Explorer)
  - a. SAP BusinessObjects BI platform. Licensee is licensed to use only the following features of the SAP BusinessObjects BI platform: (a) Central Management Console (CMC), (b) third party authentication, (c) exploration of in-memory-based indexes with Explorer, (d) Central configuration Manager, (e) information design tool, (f) Translation Manager, (g) Lifecycle Management tool, (h) Upgrade Management tool, (i) BI launch pad
3. SAP BusinessObjects Data Integrator. Use is limited as follows:
  - a. Data Integrator and BusinessObjects BI platform may only be used in conjunction with SAP BusinessObjects Explorer package.
  - b. Data Integrator may not be installed on the same blade as the SAP NetWeaver BWA blade or other data platforms.
  - c. Data Integrator may not be used for standalone ETL (extract, transform and load) projects.

License rights do not include SAP BusinessObjects Mobile engine or specific in-memory platforms (which must be licensed separately).

#### 5.1.4 *SAP BusinessObjects Enterprise Information Management Solutions*

##### 5.1.4.1 *SAP BusinessObjects Enterprise Information Management (EIM) Packages*

The total number of CPUs licensed represents the maximum total cumulative CPUs on which all of the Software included in the EIM packages may be installed and Used. Address and Geocoding directories are not included and must be licensed separately.

##### 5.1.5 *SAP BusinessObjects Data Services, SAP BusinessObjects Data Integrator, and SAP BusinessObjects Data Quality Management software*

Address and Geocoding directories are not included and must be licensed separately.

#### 5.1.5.1 *SAP BusinessObjects Data Services*

The total number of CPUs licensed represents the maximum total cumulative CPUs on which all of the Software included in SAP BusinessObjects Data Services may be installed and Used.

The Use of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product) is limited to five Named Users. Data Services includes a runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward. Use of the BusinessObjects Information Steward is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities that are contained in Data Insight.

#### 5.1.5.2 *SAP BusinessObjects Data Quality Management*

The total number of CPUs licensed represents the maximum total cumulative CPUs on which all of the Software included in SAP BusinessObjects Data Services may be installed and Used. The Use of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product) is limited to five Named Users. Data Services includes a runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward. Use of the BusinessObjects Information Steward is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities that are contained in Data Insight.

#### 5.1.5.3 *Data Quality Management ("DQM") SDK*

A license to Data Quality Management SDK may be acquired in two configurations as follows: (1) a stand-alone or non-bundled configuration ("DQM SDK Non-Bundled Configuration") and (2) bundled with CPU Metric licenses to Data Services and/or DQM Premium ("DQM SDK Bundled Configuration"). If acquired in the DQM SDK Non-Bundled Configuration, then a license to DQM SDK is provided as a Server License. If acquired in the DQM SDK Bundled Configuration, then licenses to DQM SDK are included as part of the CPU Metric licenses of Data Services and/or DQM Premium licensed by Licensee, such that a subset of the number of such CPU licenses licensed by Licensee may be Used to solely run DQM SDK, provided that the aggregate number of licenses deployed for DQM SDK and Data Services and DQM Premium must not exceed the total of Data Services and DQM Premium licenses acquired. For example, if Licensee has in the aggregate licensed six CPU licenses of Data Services and/or DQM Premium, then Licensee may Use two CPU licenses to run DQM SDK and the remaining 4 CPU licenses to run Data Services and/or DQM Premium; or Licensee may Use three CPU licenses to run DQM SDK and the remaining 3 CPU licenses to run Data Services and/or DQM Premium; or Licensee may Use all six CPU licenses to run DQM SDK.

#### 5.1.5.4 *SAP BusinessObjects Data Quality Management software, version for SAP Solutions*

When licensing SAP BusinessObjects Data Quality Management, version for SAP Solutions, the data quality functions must be Used solely with activities initiated within the SAP applications. When licensed this way, the Use of data quality functions for purposes outside the application it was licensed for is strictly prohibited. A separate license of SAP BusinessObjects Data Quality Management or SAP BusinessObjects Data Services must be licensed if the Use of data quality functions is required outside of the SAP application. Deployment of this license means Licensee has the ability to spread the licensed number of CPU's across a single or multiple servers as long as the total number of CPU's Used across the servers add up to the amount of CPUs Licensee is licensed for.

#### 5.1.6 *SAP BusinessObjects Rapid Marts Products*

When licensing SAP BusinessObjects Rapid Marts, a license for SAP BusinessObjects Data Integrator or Data Services must also be obtained. If SAP BusinessObjects Rapid Marts is licensed with SAP BusinessObjects Data Integrator or Data Services, an individual SAP BusinessObjects Rapid Marts license must be obtained for each SAP BusinessObjects Data Integrator or Data Services license. Copying one SAP BusinessObjects Rapid Marts license and then deploying it to other instances is prohibited.

#### 5.1.7 *SAP BusinessObjects Metadata Management*

Metadata Management comes with a limited use license of SAP BusinessObjects BI Platform. Licensee may use SAP BusinessObjects BI Platform only in conjunction with Metadata Management. Accessing data that is not specifically created or Used by Metadata Management is in violation of this license. Furthermore, Licensee may Use only the following features of SAP BusinessObjects BI Platform: (a) Central Management Server (CMS) for user or group authentication purposes and (b) Central Management Console for security related to user management and access to integrator sources, source groups, metapedia, utilities and managing and scheduling integrator source runs and utilities runs.

#### 5.1.8 *SAP BusinessObjects Data Migration Starter Package*

SAP BusinessObjects Data Migration Starter Package is licensed on a Term License basis.

#### 5.1.9 *SAP BusinessObjects Data Migration Starter Package*

SAP BusinessObjects Data Migration Starter Package may only be deployed in conjunction with SAP BusinessObjects Metadata Management and/or Data Services on a single server having a maximum of four CPUs. SAP BusinessObjects Data Migration Starter Package may only be used in conjunction with a single target system instance where the system ID of the target system is provided in writing to SAP at the beginning of the Licensee's implementation project.

#### 5.1.10 *SAP BusinessObjects Enterprise Performance Management*

#### 5.1.10.1 *SAP BusinessObjects Financial Consolidation. Use of SAP BusinessObjects BI Platform included with SAP BusinessObjects Financial Consolidation is limited solely to the following features: (a) use of the Central Management Server ("CMS") to authenticate*



and/or authorize users for the applications listed above; (b) use of the Central Management Console ("CMC") to administer user rights and privileges as they pertain to the application and (c) use of Infoview to navigate and launch Analyzer workspaces.

#### 5.1.11 *SAP BusinessObjects Financial Information Management*

When licensing SAP BusinessObjects Financial Information Management, SAP BusinessObjects Data Integrator may be Used:

- solely with certain licensed SAP BusinessObjects solutions for SME, SAP BusinessObjects analytic applications and SAP NetWeaver BW, together with certain licensed SAP BusinessObjects EPM applications, which is specified and Used in accordance with the Documentation; and
- solely for Use with SAP BusinessObjects Financial Information Management.

SAP BusinessObjects Financial Information Management is to be licensed whenever data integration with third party systems is required.

Limited functionality of Financial Information Management for which Licensee does not hold a license ("FIM Runtime Software") may be utilized by certain licensed SAP Software as described in the Documentation. Until Licensee has expressly licensed the FIM Runtime Software, Licensee's Use of the FIM Runtime Software is limited to access by and through the licensed SAP Software for the sole purpose of enabling performance of the licensed SAP Software and integrating data from licensed SAP Software as specified in the Documentation.

#### 5.1.12 *SAP BusinessObjects Governance, Risk and Compliance Solutions.*

SAP BusinessObjects Governance, Risk and Compliance (GRC) solutions may utilize limited functionality of Xcelsius Enterprise and Crystal Reports for which Licensee does not hold a license ("Reporting Runtime Software"). Until Licensee has expressly licensed the Reporting Runtime Software, Licensee's Use of such Reporting Runtime Software is limited to access by and through GRC, and any permitted Modifications thereto for the sole purpose of enabling performance of GRC. The Reporting Runtime Software may only be used by licensed SAP Named Users for GRC. Licensee is not licensed to use any Crystal Reports components for .Net application development.

#### 5.1.12.1 *SAP BusinessObjects Access Control, starter edition*

Use of SAP BusinessObjects Access Control, starter edition is limited to the measuring, monitoring and reporting of access risks; and administering and reporting of superuser access.

#### 5.1.13 *SAP BusinessObjects analytic solutions*

*Limited License:* Use of the SAP BusinessObjects analytic solution ("BA Solutions"), and any SAP software licensed as part of the BA Solution ("BA software"), is limited to the BA Solution specific purpose ("Purpose").

*BA software:* SAP may offer BA software contained in the BA Solution also as a separate SAP software product on the SAP list of prices and conditions. Terms and conditions for, and functionality of BA Software may be different from the separate SAP software product. Additional functionality of such SAP software product may be subject to a separate license agreement and additional license fees.

#### 5.1.14 *SAP BusinessObjects Enterprise Risk Reporting for Banking.*

Use of this Software is limited to measuring and monitoring enterprise risk for Licensee's banking operations.

#### 5.1.15 *SAP BusinessObjects Trade Promotion Effectiveness Analysis*

Use of this Software is limited to performing analysis on trade promotion effectiveness.

#### 5.1.16 *SAP BusinessObjects Sales Analysis for Retail*

Use this Software is limited to performing retail and point of sale data analysis.

#### 5.1.17 *SAP BusinessObjects Upstream Operations Performance Analysis application*

Use of this Software is limited to the analysis surrounding of the operational data supporting upstream production of oil and gas hydrocarbons.

#### 5.1.18 *SAP BusinessObjects Planning and Consolidation for Banking*

Use of this Software is limited to the following for Licensee's banking operations: financial planning, budgeting, forecasting and consolidations, and reporting of financial and other plan data.

#### 5.1.19 *SAP BusinessObjects Planning and Consolidation for Public Sector*

Use of this Software is limited to the following for Licensee's Public Sector business operations: long range business planning, forecasting, financial consolidation and reporting, and performance management.

#### 5.1.20 *SAP BusinessObjects Planning for Public Sector*

Use of this Software is limited to long range planning, budgeting and planning, forecasting and reporting in the Public Sector.

#### 5.1.21 *SAP BusinessObjects Sales and Operational Planning rapid deployment solution*

Use of this Software is limited to the Sales and Operational business planning process such as consensus demand management, supply visibility, rough cut capacity aggregation, and monitoring business process utilizing forecast input from Sales, Marketing, Operations and Finance.

5.1.22 *Additional License Conditions for Knowledge Accelerator*

5.1.22.1 *SAP BusinessObjects Knowledge Accelerator (other than on RWD platform).* SAP BusinessObjects Knowledge Accelerator may be used to meet Licensee's employee training needs and may not be used by or on behalf of any third party. SAP BusinessObjects Knowledge Accelerator other than on RWD Platform is an older version of Knowledge Accelerator (pre-XI release 3) which will continue to be sold by SAP BusinessObjects. The following statements relate only to this older version of Business Objects Knowledge Accelerator: Any customization tools included with the SAP BusinessObjects Knowledge Accelerator Software (Global Knowledge™ On-Demand-for-Business Objects Software) shall be used only for modifying or customizing the content developed by SAP BusinessObjects Knowledge Accelerator Software, and only by the number of instructional designers and administrators specified in this Order Schedule. Licensee shall not modify, reverse engineer, or distribute for commercial or non-commercial use such tools, or use such tools to develop other content, including content related to other Licensor products.

5.1.22.2 *Knowledge Accelerator on RWD Platform.* SAP BusinessObjects Knowledge Accelerator may be used to meet Licensee's employee training needs and may not be used by or on behalf of any third party. Notwithstanding any other provision of the Training Schedule, NULs of Knowledge Accelerator may not be transferred to other individuals, even if the original user is no longer permitted access to Knowledge Accelerator. If an individual is no longer employed by Licensee, Licensee may transfer such individual's NUL to another user.

5.1.23 *Predictive Workbench.* Predictive Workbench includes an embedded third party product, which must be used in connection with BusinessObjects Enterprise and not on a standalone basis.

**5.2 SAP BusinessObjects (Classic Solutions Model)**

**5.2.1 SAP BusinessObjects Enterprise**

5.2.1.1 *Dashboard Builder.* The software components, tools and utilities supplied with Dashboard Builder may only be used with the product with which they were provided. In addition, the Web Intelligence utilities provided with Dashboard Builder may only be used to view the analytic templates provided with Dashboard Builder.

5.2.1.3 *SAP BusinessObjects Enterprise.* You may not combine licenses for different editions of BusinessObjects Enterprise in a single Deployment (for example, Premium licenses may not be combined with Professional licenses in the same Deployment). You may use BusinessObjects Enterprise Professional to publish and distribute only one of SAP BusinessObjects' proprietary report format types (Crystal Reports, Web Intelligence/Desktop Intelligence/BusinessObjects/Voyager). Web Intelligence and Desktop Intelligence are deemed a single proprietary report format for this purpose. If you wish to publish and distribute more than one report format type, you must acquire BusinessObjects Enterprise Premium. Notwithstanding the foregoing, if Licensee migrates from a combined BusinessObjects and Web Intelligence Deployment to BusinessObjects Enterprise, Licensee may use both BusinessObjects and Web Intelligence report types in that Deployment.

5.2.1.3 *SAP BusinessObjects Product Options.* Options for BusinessObjects Enterprise Professional, Crystal Enterprise Professional, and Crystal Reports Server (collectively, "Underlying Application") are licensed as add-ons to a Deployment. Options may include Crystal Reports Explorer, Auditing, Publishing, Live Office, Integration Kits for third party applications and other products designated as Options for an Underlying Application. If both the Underlying Application and the Options are licensed on a CPU metric, the number and type of Option licenses must match the number and type of the Underlying Application licenses in the Deployment in which the Options are used

5.2.1.4 *Web Intelligence Interactive Viewing.* Keycodes to Web Intelligence Interactive Viewing unlock all features of the full Web Intelligence product. However, Web Intelligence Interactive Viewing is a limited license and may not be utilized to edit or create documents.

5.2.2 *SAP BusinessObjects BI Package.* SAP BusinessObjects BI Package includes a restricted license of SAP BusinessObjects Information Steward. Use of the SAP BusinessObjects Information Steward is limited to the Metadata Management and Metapedia functionality.

**5.2.3 Dashboard and Visualization**

5.2.3.1 *SAP® BusinessObjects™ Xcelsius® software.* If you refresh, publish, push or otherwise change data contained in any Xcelsius generated SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)), you must purchase a Xcelsius Interactive Viewing License. Xcelsius Interactive Viewing is included with and matches the Named User Licenses ("NUL") of Crystal Reports Server and BusinessObjects Edge. Unlimited Interactive Viewing is included with Xcelsius Engage but limited to SWF files with a maximum of two connections.

**5.2.4 SAP BusinessObjects Enterprise Information Management Solutions**

5.2.4.1 *SAP BusinessObjects Data Services, SAP BusinessObjects Data Integrator, and SAP BusinessObjects Data Quality Management software.*

If Licensee wants to deploy a Data Services, Data Integrator, or Data Quality Management License to access enterprise data sources such as packaged applications, databases, or technology infrastructure products, Licensee must obtain individual interface licenses such as Application Interface, Database Interface, JMS Technology Interface, or Salesforce.com Technology Interface. Address directories are not included and must be licensed separately.

5.2.4.2 *SAP BusinessObjects Data Services.* The following is included in each license of the SAP BusinessObjects Data Services:

- Five Named Users of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product)
- Runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward. Use of the BusinessObjects Information Steward is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities that are contained in Data Insight.
- One license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development and Grid Computing
- Database Interface licenses to an uncapped number of Types of databases
- Salesforce.com Technology Interface
- JMS Technology Interface

5.2.5 SAP BusinessObjects Data Integrator

5.2.5.1 *SAP BusinessObjects Data Integrator Starter.* Each license of the Software includes one Database Interface license.

5.2.5.2 *SAP BusinessObjects Data Integrator Professional.* Each license of the Software includes two Database Interface licenses.

5.2.5.3 *SAP BusinessObjects Data Integrator Premium.* Each license of the Software includes one license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development, Grid Computing, Salesforce.com Technology Interface, JMS Technology Interface; and Database Interface licenses to an uncapped number of database Types.

5.2.6 SAP BusinessObjects Data Quality Management

5.2.6.1 *SAP BusinessObjects eDQ Management.* Licensee may Use SAP BusinessObjects eDQ Management for transactional or real-time environments only. Each license of the Software includes one license of SAP BusinessObjects DQM, cleansing package option for one language.

5.2.6.2 *SAP BusinessObjects Data Quality Management Professional.* Each license of the Software includes one Database Interface license and one license of SAP BusinessObjects DQM, cleansing package option for one language.

5.2.6.3 *SAP BusinessObjects Data Quality Management Premium.* Each license of the Software includes:

- \* Five Named Users of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product)
- \* Runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward. Use of the BusinessObjects Information Steward is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities that are contained in Data Insight.
- \* Two Database Interface licenses
- \* One license of SAP BusinessObjects DQM, cleansing package option for one language
- \* SAP BusinessObjects DQM, SDK
- \* One license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development and Grid Computing

5.2.6.4 *Interface licenses.* A prerequisite for any Application Interface, Database Interface or Technology Interface license is a Data Services, Data Integrator, or Data Quality Management license. Application Interface is licensed per application Instance. "Instance" means the Software may only be used for one unique connection to a specified application or technology. If multiple instances of an application are accessed by the Application Interface, then one Application Interface License must be acquired for each instance. Application Interface Unlimited, Database Interface, JMS Technology Interface and Salesforce.com Technology Interface are licensed per application, database or technology Type, as applicable. "Type" means an unlimited number of connections to the single, specified application, database or technology.

5.2.6.5 *Data Quality Management ("DQM") SDK.* A license to Data Quality Management SDK may be acquired in two configurations as follows: (1) a stand-alone or non-bundled configuration ("DQM SDK Non-Bundled Configuration"), and (2) bundled with CPU Metric licenses to Data Services and/or DQM Premium ("DQM SDK Bundled Configuration"). If acquired in the DQM SDK Non-Bundled Configuration, then a license to DQM SDK is provided as a Server License. If acquired in the DQM SDK Bundled Configuration, then licenses to DQM SDK are included as part of the CPU Metric licenses of Data Services and/or DQM Premium licensed by Licensee, such that a subset of the number of such CPU licenses licensed by Licensee may be Used to solely run DQM SDK, provided that the aggregate number of licenses deployed for DQM SDK and Data Services and DQM Premium must not exceed the total of Data Services and DQM Premium licenses acquired. For example, if Licensee has in the aggregate licensed six CPU licenses of Data Services and/or DQM Premium, then Licensee may Use two CPU licenses to run DQM SDK and the remaining 4 CPU licenses to run Data Services and/or DQM Premium; or Licensee may Use three CPU licenses to run DQM SDK and the remaining 3 CPU licenses to run Data Services and/or DQM Premium; or Licensee may Use all six CPU licenses to run DQM SDK.

5.2.6.6 *SAP BusinessObjects Data Quality Management software, versions for use with SAP, Siebel or Informatica applications.* When licensing SAP BusinessObjects Data Quality Management, version for SAP solutions, Siebel applications, or Informatica PowerCenter, the data quality functions must be Used solely with activities initiated within the SAP, Siebel, or Informatica application, respectively. When licensed this way, the Use of data quality functions for purposes outside the application it was licensed for is strictly prohibited. A separate license of SAP BusinessObjects Data Quality Management or SAP BusinessObjects Data Services must be licensed if the Use of data quality functions is required outside of the SAP, Siebel, or Informatica application. Deployment of this license means Licensee has the ability to spread the licensed number of CPU's across a single or multiple servers as long as the total number of CPU's Used across the servers add up to the amount of CPUs Licensee is licensed for. Grid computing licenses are not included and require to be licensed separately.

- 5.2.6.7 *SAP BusinessObjects Rapid Marts Products.* When licensing SAP BusinessObjects Rapid Marts, a license for SAP BusinessObjects Data Integrator or Data Services must also be obtained. If SAP BusinessObjects Rapid Marts is licensed with SAP BusinessObjects Data Integrator or Data Services, an individual SAP BusinessObjects Rapid Marts license must be obtained for each SAP BusinessObjects Data Integrator or Data Services license. Copying one SAP BusinessObjects Rapid Marts license and then deploying it to other instances is prohibited. In addition to the foregoing, Licensee must license certain applicable Application Interfaces.
- 5.2.6.8 *SAP BusinessObjects Metadata Management.* Metadata Management comes with a limited use license of SAP BusinessObjects Enterprise. Licensee may use SAP BusinessObjects Enterprise only in conjunction with Metadata Management. Accessing data that is not specifically created or Used by Metadata Management is in violation of this license. Furthermore, Licensee may Use only the following features of SAP BusinessObjects Enterprise: (a) Central Management Server (CMS) for user or group authentication purposes and (b) Central Management Console for security related to user management and access to integrator sources, source groups, metapedia, utilities and managing and scheduling integrator source runs and utilities runs.
- 5.2.7 *SAP BusinessObjects Explorer*
- 5.2.7.1. Keycodes for Explorer used in conjunction with SAP BusinessObjects Enterprise Professional (for Enterprise Reporting) will unlock all features of the Web Intelligence product. Such Web Intelligence features may be used only by SAP BusinessObjects Explorer.
- 5.2.7.2 *SAP Business Objects Explorer (Data Exploration Component).* SAP BusinessObjects Explorer (Data Exploration Component) includes SAP BusinessObjects Data Integrator Premium and SAP BusinessObjects Enterprise. Licensee's use is limited as follows:
- Data Integrator Premium and BusinessObjects Enterprise may only be used in conjunction with SAP BusinessObjects Explorer (Data Exploration Component).
  - Data Integrator Premium may not be installed on the same blade as the SAP NetWeaver BWA blade.
  - Data Integrator Premium may not be used for standalone ETL (extract, transform and load) projects.
  - Licensee is licensed to Use only the following features of SAP BusinessObjects Enterprise: (a) Central Management Console (CMC), (b) third party authentication, (c) exploration of BWA-based indexes with Explorer, (d) Central configuration Manager, and (e) Import Wizard.
6. **SAP Crystal**
- 6.1 **Use Rights for All SAP Crystal Products**
- 6.1.1 **Definitions**
- 6.1.1.1 "SAP Crystal software" is defined to be the following products: SAP Crystal Reports, SAP Crystal Server, SAP Crystal Reports Server, SAP Crystal Dashboard Design, SAP Crystal Presentation Design, SAP Crystal Interactive Analysis, and Xcelsius Engage Server.
- 6.1.1.2 "Desktop SAP Crystal software" is defined to be all SAP Crystal products except for SAP Crystal Server and SAP Crystal Reports Server.
- 6.1.1.3 "Connected Presentation" means any SWF file created with SAP Crystal Dashboard Design personal edition, SAP Crystal Dashboard Design departmental edition, or Xcelsius Engage Server that refresh, publish, push or otherwise change data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)),
- 6.1.1.4 "Self Contained Presentation" means any SWF file created with SAP Crystal Presentation Design, SAP Crystal Dashboard Design personal edition, SAP Crystal Dashboard Design departmental edition, or Xcelsius Engage Server that does not refresh, publish, push or otherwise change data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)).
- 6.1.2 **SAP Crystal Software Usage.** Licensee may use SAP Crystal software to deliver training and consulting services for such SAP Crystal software, provided that each individual receiving the benefits of the training or consulting services has acquired a license separately to Use the applicable SAP Crystal Software.
- 6.1.3 **Desktop SAP Crystal Software Usage.** With the exception of Connected Presentations, and subject to Section 6.2.8, Licensee may distribute the output files (e.g., PDF, SWF, XLF, WID or RPT file format) generated by the Desktop SAP Crystal software to third parties provided that Licensee complies with the following requirements:
- (a) the output files reside outside of the Software and do not directly or indirectly access the Software or activate the processing capabilities of the Software, or otherwise employ the Software;
  - (b) Licensee remains solely responsible for support, technical or other assistance, required or requested by anyone receiving such output files;
  - (c) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;
  - (d) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the terms set forth in Section 6.3.8.
- 6.1.4 **Training Workstation License for Desktop SAP Crystal software.** When Desktop SAP Crystal software is used on a workstation that is used exclusively for training, the license applies to the workstation and not the named user using the Software. One license is required per training workstation.
- 6.1.5 **Use of Screenshots and wordmarks for SAP Crystal software.** Licensee may reproduce and distribute screen shots and wordmarks for SAP Crystal software in documents or media provided that:
- a) The document or media isn't for commercial training material or third party training material and/or for-profit training material.

- b) Licensee's Use may not be obscene or pornographic, and Licensee may not be disparaging, defamatory, or libelous to SAP, any of its software, or any other person or entity.
- c) Licensee's Use may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Licensee's product or service.
- d) Licensee may not Use the screen shot in a comparative advertisement
- e) Licensee may not alter the screen shot in any way except to resize or crop the screen shot.
- f) Licensee may not include portions of a screen shot in other product user interface.
- g) Licensee may not Use screen shots that contain third-party content unless Licensee has obtained the express permission from the third-party.
- h) Licensee must include the following copyright attribution statement: "SAP product screen shot(s) reprinted with permission from SAP."
- i) If Licensee's Use includes references to a SAP Software, Licensee must use the full name of the Software.
- j) Licensee may not use a screen shot that contains an image of an identifiable individual unless Licensee has obtained permission from the individual.

## 6.2 SAP Crystal Reports runtime product

6.2.1 *Scope.* This section applies to the runtime product included in SAP Crystal Reports 2008, Crystal Reports XI, SAP Crystal Reports for Visual Studio 2010, and SAP Crystal Reports for Eclipse.

### 6.2.2 Definitions

6.2.2.1 "*Client Application*" means an application developed by Licensee that a) utilizes the Runtime Product, b) is installed fully on an end user's machine, with all report processing local to that machine, and c) adds significant and primary functionality to the Runtime Product.

6.2.2.2 "*Internal Installation*" or "*Internally Install*" means installing into production Client Applications and/or Server Applications on one or more computers within Licensee's company or organization only in connection with Licensee's internal business purposes.

6.2.2.3 "*Distribution*" or "*Distribute*" means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Licensee's company or organization.

6.2.2.4 "*Runtime Product*" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with SAP Crystal Reports 2008, SAP Crystal Reports for Eclipse 2.0, and SAP Crystal Reports for Visual Studio 2010.

6.2.2.5 "*Server Application*" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than one user to access the Runtime Product either directly or indirectly through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client Application installed in a Windows terminal server environment (e.g. Citrix or Microsoft Remote Desktop Platform) is a Server Application.

6.2.3 *Usage.* Licensee may install and Use a single copy of the Runtime Product to develop Client Applications and Server Applications. The Distribution and Internal Installation terms and conditions differ based on the type of applications Licensee develops, as described in the following sections.

6.2.4 *Internal Installation of Client Applications and Server Applications.* Licensor grants Licensee a personal, nonexclusive, limited license to Internally Install the Runtime Product with Client Applications and Server Applications.

6.2.5 *Distribution of Client Applications.* Subject to Licensee's compliance with all of the terms herein, including without limitation section 6.2.7, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.

6.2.6 *Distribution of Server Applications.* Subject to Licensee's compliance with all of the terms herein, including without limitation section 6.2.7, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that either a) Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports or b) Licensee owns at least one licensed copy of the SAP Crystal Reports runtime server license.

### 6.2.7 Runtime Product Distribution Requirements.

If Licensee distributes the Runtime Product to third parties pursuant to sections 6.2.5 or 6.2.6, Licensee shall comply with the following requirements:

(a) Licensee remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Runtime Product copies or sample applications;

(b) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;

(c) Licensee shall not distribute the Runtime Product with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as SAP's product offerings; and

(d) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the following:

End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;

End User agrees not to distribute the Runtime Product to any third party or use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;

End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP's product offerings;

End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;

6.2.8. SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT,

CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE APPLICATION OR RUNTIME PRODUCT.

### 6.3 **SAP Crystal Dashboard Design, departmental edition.**

6.3.1 **Usage.** Self Contained Presentations created with the departmental edition of SAP Crystal Dashboard Design may be freely redistributed.

SWF files generated by the departmental edition that access data exclusively with the Crystal Reports connector can be embedded into a Crystal Report and the resulting report can be redistributed without any additional licensing requirements.

6.3.2 **Viewing License.** If you refresh, publish, push or otherwise change data contained in any SWF file generated by the departmental edition (or SWF file exported to other supported file formats such as PDF, AIR, PPT), you must acquire SAP Crystal Dashboard Viewing option for each named user that can view the SWF. This option is included with and matches the Named User Licenses ("NUL") of SAP Crystal Reports Server and SAP Crystal Server. One named user license of the Dashboard Viewing option is included with the departmental edition license.

6.3.3 **Restrictions.** SWF files generated by the departmental edition:

- Cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.
- Can be deployed standalone only to SAP Crystal Reports Server or SAP Crystal Server.
- Cannot access any data sources from SAP Software, with the exception of SAP BusinessOne.
- Cannot be distributed to more than 100 end users.

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

### 6.4 **SAP Crystal Dashboard Design, personal edition**

6.4.1 **Usage.** Self Contained Presentations created with the personal edition of SAP Crystal Dashboard Design may be freely redistributed. SWF files created by the personal edition of SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be embedded into a Crystal Report and the resulting report can be redistributed without requiring additional licensing.

6.4.2 **Restrictions.** SWF files generated by the personal edition:

- Cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.
- Can be deployed standalone only to SAP Crystal Reports Server, or SAP Crystal Server.
- Cannot access any data sources from SAP Software, with the exception of SAP BusinessOne.

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

### 6.5 **SAP Crystal Presentation Design**

6.5.1 **Usage.** Self Contained Presentations created with all editions of SAP Crystal Presentation Design may be freely redistributed. Licensees of the enterprise edition of SAP Crystal Presentation Design can deploy the Software to any number of employees and contractors, provided those employees and contractors are directly employed by the Licensee. This license does not extend beyond Licensee's corporate entity and excludes all subsidiaries or affiliates of the Licensee.

6.5.2 **Restrictions.** The student edition of SAP Crystal Presentation Design may only be Used by full time or part time students of a secondary or post-secondary educational institution.

### 6.6 **SAP Crystal Server**

6.6.1 **Scope.** This section applies to SAP Crystal Reports Server and SAP Crystal Server. Throughout this section, the term 'SAP Crystal Server' shall be defined to include both products.

6.6.2 **Usage.** SAP Crystal Reports which contain SWF files created by either the personal or departmental edition of SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be viewed by users with either NUL or CAL licenses.

6.6.3 **Restrictions.** For each Deployment, SAP Crystal Server may be installed and Used only on a single Server. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use SAP Crystal Server to access data in SAP applications with the exception of SAP Business One. Licensee shall not make any single dashboard available to more than 100 named users, nor to users covered under a CAL license.

The following software features and functions can only be accessed using NUL licenses:

- Dashboard viewing through the InfoView or BI Launchpad portal,
- Dashboard viewing through any portal integration kit.
- Dashboard Builder
- BI Workspace
- SAP BusinessObjects Explorer (SAP Crystal Server 2011 and later only)

The following integration kits are not licensed for Use with SAP Crystal Server:

- SAP BusinessObjects Integration for PeopleSoft Enterprise
- SAP BusinessObjects Integration for JDE EnterpriseOne

- SAP BusinessObjects Integration for Siebel
- SAP BusinessObjects Integration for Oracle E-Business Suite
- SAP BusinessObjects Integration for SAP

**6.7 Xcelsius Engage Server**

- 6.7.1 *Usage.* Self Contained Presentations created with Xcelsius Engage Server may be freely redistributed. A connected presentation that receives its data exclusively from the Crystal Reports connector, and is embedded into a Crystal Report is considered a self-contained presentation.
- 6.7.2 *Restrictions.* SWF files generated by Xcelsius Engage Server cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

**7. Third Party Products**

**7.1 Databases**

*DB2 for Linux, Unix and Windows:*

Enterprise Edition Database partitioning, Storage Optimization included

*Oracle DB:*

Enterprise Edition, Oracle Objects Option, Partitioning, Intermedia, Oracle Advanced Security Option, Oracle Advanced Compression Option, Standard Management Pack, DBA Management Pack, Diagnostic Pack, Tuning Pack, Provisioning Pack and Change Management Pack. For details and possible limitations regarding the support of the licensed options please see SAP support notes.

*Oracle Extended Package*

Real Application Cluster (RAC), Database Vault

*DB2 for z/OS:*

DB2 for z/OS and OS/390, IBM DB2 Operational Utilities for z/OS, IBM DB2 Diagnostic and Recovery Utilities for z/OS, IBM DB2 Connect Enterprise Edition. Upgrade options for customers having licensed DB2 for OS/390 before October 1, 2003 are available upon request.

*Microsoft SQL Server:*

Enterprise Edition

- 7.2 **SAP Test Acceleration and Optimization.** SAP Test Acceleration and Optimization requires a license of HP Quality Center including the modules Business Process Testing and QuickTest Professional. This can be licensed from HP directly or by licensing "SAP Quality Center by HP".

**7.3 Supplementary Products**

- 7.3.1 *SAP Interactive Forms by Adobe, Enable the Enterprise (includes 40 Interactive Forms) ("Adobe EE").* The total number of SAP Named Users licensed to Use SAP Software may never exceed the License Level for Adobe EE, i.e., all licensed SAP Named Users must contribute to the calculation of the license fee for Adobe EE.
- 7.3.2 *Additional Interactive Forms Bundle(s) for Adobe EE or Adobe, Individual User ("Adobe EE and IU") (40 Forms per Additional Interactive Forms Bundle).* Only individuals licensed to Use Adobe EE or IU are permitted to Use the licensed Additional Interactive Forms Bundles for Adobe EE or IU (if any).
- 7.3.3 *SAP Interactive Forms by Adobe, External Users ("Adobe EU").* Only those individuals who are licensed to Use specific SAP Software without the requirement of an SAP Named User license may Use licensed Adobe EU, and such Use (of Adobe EU) shall be solely in conjunction with, and to the extent of, such individual's license to Use such specific SAP Software without the requirement of an SAP Named User license. For avoidance of doubt, no one licensed as an SAP Named User may Use Adobe EU. External users get access to 40 forms or the number of forms licensed for Adobe EE/ Adobe IU if greater than 40.
- 7.3.4 *SAP Information Interchange by Crossgate ("IIC") and Web Based Connectivity Option ("WBC").* A valid license of IIC is a prerequisite for licensing and Using WBC. WBC has to be licensed in accordance with the minimum quantities stated in the price list and require IIC licenses as a prerequisite. Notwithstanding where IIC, or ICC with WBC, is licensed with a runtime database pursuant to an Order Form, a separate MySQL database is still required (in addition to the licensed runtime database) as follows: (i) the Crossgate software licensed hereunder currently requires a MySQL database product, which is a third party product which has either been integrated or pre-installed as part of the Crossgate software, or which must be installed to Use the Crossgate software; (ii) if integrated in the licensed Crossgate software, the integrated MySQL database product functionality may differ from that of a non-integrated MySQL database product; (iii) this Agreement does not contain a license to use the MySQL database, even where integrated or pre-installed as part of the licensed Crossgate software; (iv) the MySQL database product is subject to its respective vendor license agreement; (v) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained from a third party by Licensee; and (vi) Licensee is responsible for support and maintenance of any database product obtained from a third party supplier, and SAP has no responsibility in this regard.
- 7.3.5 *SAP LoadRunner by HP ("LR").* Licensee's Use of the LR software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc.) only in quality assurance and similar non-production environments, and may only be Used on a single server.

- 7.3.6 *SAP LoadRunner by HP, Performance Center with Diagnostics ("LR PCD")*. Licensee's Use of the LR PCD software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc.) or any other pre-production software (so long as the LR PCD software Documentation specifies that the licensed LR PCD software is prescribed for testing and monitoring such other pre-production software) only in quality assurance and similar non-production environments. Use of the Diagnostics for Composite Applications component ("Diagnostics") included with LR PCD is (i) subject to the forgoing Usage limitation and (ii) further limited to Use with a single Application Instance (as defined below) for every two hundred fifty (250) Virtual Users of LR PCD licensed. "Application Instance" means a monitored, non-production environment running an instance of an application (e.g. an instance of SAP Software, a java virtual machine or a database server counts as one Application Instance).
- 7.3.7 *SAP LoadRunner by HP, Performance Center without Diagnostics ("LR PC")*. Licensee's Use of the LR PC software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc.) or any other pre-production software (so long as the LR PC software Documentation specifies that the licensed LR PC software is prescribed for testing and monitoring such other pre-production software) only in quality assurance and similar non-production environments.
- 7.3.8 *SAP Quality Center by HP, Enterprise Edition ("QC EE")*. Licensee's Use of the QC EE software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc.), and, if the applicable Order Form indicates that QC EE is licensed for "Full Use," Licensee's Use of the QC EE software shall also include the right to test or monitor any other pre-production software (so long as the QC EE software Documentation specifies that the licensed QC EE software is prescribed for testing and monitoring such other pre-production software), all in quality assurance and similar non-production environments only. The QC EE Bundle currently includes the SAP Quality Center by HP, Enterprise Edition – QuickTest Professional, TestDirector, Business Process Testing, Requirements Management, and Defects Management components.
- 7.3.9 *SAP Quality Center by HP, Premier Edition ("QC PE")*. Licensee's Use of the QC PE software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc.) or any other pre-production software (so long as the QC PE software Documentation specifies that the licensed QC PE software is prescribed for testing and monitoring such other pre-production software), all in quality assurance and similar non-production environments only. The QC PE Bundle currently includes the SAP Quality Center by HP, Premier Edition – QuickTest Professional, TestDirector, Business Process Testing, Requirements Management, and Defects Management components.
- 7.3.10 *SAP Regulatory Report by iBS, Accounts; SAP Regulatory Report by iBS, Derivatives; SAP Regulatory Report by iBS, P/C/S Cashflow; SAP Regulatory Report by iBS, Retail Cashflow*. Licensed iBS software may only be Used to support Licensee's German, Austrian and/or Swiss business operations.
- 7.3.11 *Metadata Management Multi-Source Integrators by MITI (CPU)*. The total number of CPUs of SAP BusinessObjects Metadata Management (CPU) licensed may never exceed the License Level for the MITI Software licensed above.
- 7.3.12 *SAP Employee File Management by OpenText ("EFM")*. An individual licensed to Use EFM must be licensed as an SAP Business Expert, Professional, Limited Professional, Business Information, Employee or Employee Self-Service, or Solution Extension User. EFM contains a limited use license of SAP Document Access by OpenText that can only be used in conjunction with the EFM solution to manage employee related documents. Broader usage of Document Access would require separate licensing of that solution.
- 7.3.13 *SAP Digital Asset Management by OpenText ("DAM")*. An individual licensed to Use DAM must be licensed (under separate Order Form to the Agreement) as an SAP Business Expert, Professional, Limited Professional, Business Information, Employee or Employee Self-Service, or Solution Extension User.
- 7.3.14 *SAP Extended ECM by OpenText ("xECM")*. An individual licensed to Use xECM must be licensed (under separate Order Form to the Agreement) as an SAP Business Expert, Professional, Limited Professional, Business Information, Employee or Employee Self-Service, or Solution Extension User.
- 7.3.15 *SAP Document Access by OpenText ("DA") and SAP Document Access by OpenText for POS Device ("DA for POS")*. An individual licensed to Use DA for SAP Business Expert, Professional and Limited Professional Users must be licensed (under separate Order Form to the Agreement) as an SAP Business Expert, Professional or Limited Professional User. An individual licensed to Use DA for SAP Business Information, Employee and Employee Self-Service Users must be licensed (under separate Order Form to the Agreement) as an SAP Business Information, Employee or Employee Self-Service User. DA may not be Used to archive and/or view any data and/or documents originating from a point-of-sale device. DA for POS may only be Used by individuals licensed as SAP Named Users (under separate Order Form to the Agreement, and in accordance with each individual's respective SAP Named User type) to archive and/or view data and/or documents originating from a point-of-sale device.
- 7.3.16 *SAP Archiving by OpenText ("Archiving")*. An individual licensed to Use Archiving for SAP Business Expert, Professional and Limited Professional Users must be licensed as an SAP Business Expert, Professional or Limited Professional User. An individual licensed to Use Archiving for SAP Business Information, Employee and Employee Self-Service Users must be licensed as an SAP Business Information, Employee or Employee Self-Service User.
- 7.3.17 *SAP Invoice Management by OpenText ("IM")*. An individual licensed to Use OCR must also be licensed for IM. The OCR is an optional component and there must be at least as many IM licenses as OCR licenses but there can be more IM licenses than OCR license.
- 7.3.18 *SAP Dispatching & Planning – Long Term Planning by Prologa; SAP Dispatching & Planning – Operational Planning by Prologa; SAP Legal Requirements by Prologa*. An individual licensed to Use any Prologa must be licensed as an SAP Business Expert, Professional or Limited Professional User.



- 7.3.19 *SAP Central Process Scheduling by Redwood.* The license for each process server includes the right to Use the Redwood Software on one each of the following systems: (1) a training system, (2) a test / QA system and (3) a backup / failover system for such process server.
- 7.3.20 *SAP User Experience Management by Knoa and SAP User Experience Management by Knoa, version for SAP GUI.* SAP User Experience Management by Knoa and SAP User Experience Management by Knoa, version for SAP GUI (collectively, "Knoa") may be embedded or bundled with the following SAP Business Objects Software: SAP Business Objects Enterprise Premium, WebIntelligence, Xcelsius Enterprise, Xcelsius Enterprise Interactive Viewing ("Runtime Software"). Such Runtime Software may only be Used to access data created or enhanced by Knoa. Runtime Software may not be combined in the same Deployment as SAP BusinessObjects Software licensed independently from Knoa.
- 7.3.21 *BSI U.S. Payroll Tax Processing.* The BSI software is licensed for Use in conjunction with the payroll functionality contained in the SAP Payroll Software, which must be separately licensed. In addition, the license for the BSI software is limited for Use on a single Platform at a time (with the exception of a Platform migration period as BSI may allow). For purposes herein, the term "Platform" shall mean a single BSI Supported Configuration of the following: a single database, single server, single client software, and single operating system. For purposes herein, "BSI Supported Configuration" shall mean a configuration for which BSI makes support available for SAP Licensees of the BSI software. The BSI software license does not include a license to use any third party database, server, client software, or operating system. If Licensee wishes to change the Platform: (i) Licensee shall provide SAP written notice of the same and complete a Platform Change form (in a format acceptable to BSI); and (ii) SAP shall allow such change to the extent and under the conditions BSI generally makes available to SAP, including without limitation Licensee's payment of any platform change fees that apply.
- 7.3.22 Additional Third Party Product Terms Applicable to Standalone Use:
- 7.3.22.1 *Metadata Management Multi-Source Integrators by MITI (CPU).* SAP BusinessObjects Metadata Management ("BMM") must be separately licensed by Licensee for Standalone Use, and the total number of BMM CPUs licensed by Licensee may never exceed the License Level for the MITI Software licensed above.
- 7.3.23 *SAP Solution Extension Limited User.* The SAP Solution Extension Limited User is solely authorized to Use one (1) third party solution licensed by SAP. The License Agreement needs to expressly specify this third party solution. The SAP Solution Extension Limited User applies to SAV if the assigned third party solution does.
- 7.3.24 *ANCILE*  
For the following price list items, the special term as described below applies:  
SAP Productivity Pak by ANCILE – North America  
SAP Productivity Pak Help Launch Pad by ANCILE – North America  
SAP Productivity Composer by ANCILE – North America  
SAP Productivity Composer Help Launch Pad by ANCILE – North America
- When ANCILE software is used with standalone SAP BusinessObjects solutions namely Knowledge Accelerator products or to create education offerings for SAP BusinessObjects solutions that do not interface with SAP solutions that require SAP Named Users, such users must be licensed to use SAP BusinessObjects solutions based on either the SAP BusinessObjects Named User or CPU metric and do not need to be licensed as SAP Named User.
- The amount of licensed "user" sales units for the SAP Productivity Pak by ANCILE or SAP Productivity Composer by ANCILE must match at least the total number of the licensed Named Users for the SAP BusinessObjects Knowledge Accelerator solutions, provided the SAP BusinessObjects Knowledge Accelerator is licensed along with the ANCILE solutions. SAP BusinessObjects Knowledge Accelerator may be licensed in the Named User or CPU capacity.
- 7.3.25 *SAP Extended Enterprise Content Management by OpenText.* SAP Application Named users are applicable. SAP Solution Extension Limited User can be licensed if qualified.
- 7.3.26 *SAP Multiresource Scheduling, SAP Multiresource Scheduling with Optimizer, SAP Public Budget Formulation, SAP Payment Engine, SAP Pricing and Costing for Utilities, SAP Connector to eAgent, SAP Business Process Tracking for Utilities, SAP Application Interface Framework.* Special terms & conditions apply. Details on language availability, technical prerequisites to install and to use these SAP Applications, support periods and further terms & conditions can be found at <http://service.sap.com/fbs/availability>.
- 7.3.27 *SAP Real-Time Offer Management (Agent-Assisted Channel), SAP Real-Time Offer Management (Self-Service Channel).* Special terms & conditions apply. Details on language availability, technical prerequisites to install and to use these SAP Applications, and support periods can be found at <http://service.sap.com/fbs/availability>.
- 7.3.28 *SAP Business Communication Management (BCM), Rapid Deployment Edition*  
The usage of SAP Business Communication Management application under this license is restricted to as follows:  
Inbound Contact Center is permitted; no Outbound Contact Center and no Enterprise Telephony.  
Contact channels are limited to the Voice channel only and without Call-back channel while Software-based Interactive Voice Response (IVR) is limit to 1 port per 2 agents  
The Use of the following agent tools are not permitted: IP-desk-phone, Integration to MS Outlook, Switchboard operator tools, Server side recording, Contact Classification Tools, Task Management, Auto Manual Task creation, Task Classification, Task Alarm, monitoring and reporting, Messenger Tools and Outbound dialler softphone.  
A Maximum of one supervisor per five agents is allowed, The Use of the following supervisor tools is not permitted: Chat with Agents, Message broadcasting and outbound campaign management.  
The Use of the following Contact Routing and IVR Tools is not permitted: Skills-based routing, Preferred/last served agent routing, Personal queues, Email routing based on key words and Least cost-based routing.  
The Use of Task Handling reports are not permitted.

The usage of Mobile Communication Mobile Client (CMC) is not permitted.

- 7.3.29 *SAP CRM Rapid Deployment Edition.* Licensee's Use of SAP CRM Rapid Deployment Edition is limited to accessing the following functionality within SAP CRM: Segmentation & List Management, Lead Management, Opportunity Management, Sales Performance Management, Customer Service & Support, Campaign Management and Accounts and Contact Management. Licensee's Use of the functionality specified herein is limited solely to accessing SAP CRM components. Licensee is entitled to Use SAP NetWeaver Mobile Gateway but only to the extent such Use is required to access the functionality specified herein. Use of other mobile applications may require additional license fees.
- 7.3.30 *SAP SRM Rapid Deployment Edition.* The SAP SRM Rapid Deployment Edition is based on the SAP SRM application. The SAP SRM Rapid Deployment Edition package enhances the Enterprise Foundation Package by Strategic Sourcing with Request for Quotation. The SAP SRM Rapid Deployment Edition has to be installed as an Add-on in an ERP system using the classic technical scenario.
- 7.3.31 *SAP Information Interchange by Crossgate.* SAP Information Interchange by Crossgate requires a mySQL database, which needs to be licensed directly from the respective vendor.
- 7.3.32 *SAP Interactive Forms by Adobe, external users.* External users get access to 40 forms or the number of forms licensed for Enable the License/Individual user if greater than 40.
- 7.3.33 *SAP Workforce Scheduling & Optimization by ClickSoftware - Realtime Service.* The bundle provides out of the box integration with Pitney Bowes Business Insight-MapInfo, PTV and Microsoft Bing. Each map provider requires a valid license, which needs to be purchased separately. Additional custom integrations with other mapping providers (e.g., ESRI) are possible.
- 7.3.34 *SAP BusinessObjects Predictive Workbench by IBM (PW).* PW may only be Used with SAP Software, which must be licensed separately by Licensee. All output from PW is restricted to distribution and Use within PW (or export sources provided within PW) and/or Licensee's licensed SAP Software. Notwithstanding anything to the contrary, for every three (3) users of PW licensed, Licensee shall have the right to deploy the PW server components on one (1) CPU. PW may only be installed, deployed and/or hosted at a Licensee or an authorized Affiliate's facility.
- 7.4.35 *SAP Object Event Repository.* SAP Object Event Repository includes use-rights of Auto-ID Infrastructure (All) capabilities; however those capabilities can only be used in conjunction with SAP Object Event Repository. Stand-alone use based on this license is not allowed

## **8. SYBASE Portfolio Products.**

### **8.1 Sybase Product Specific Terms / Use Rules**

The Sybase Software licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to <http://www.sybase.com/thirdpartylegal> for certain notices relating to the Free Download Components.

### **8.2 Package Restrictions for Sybase Products.**

- 8.2.1 *Sybase Unwired Platform ("SUP").* SUP includes a runtime license of Sybase SQL Anywhere, Mobilink, and Ultralite.. These runtime products can be Used solely in conjunction with the Usage of SUP.
- 8.2.2 *SUP Additional Application Connections.* Additional Application Connections may only be Used by individuals who are also licensed as SUP Users. Each additional Application Connection licensed shall be added to the aggregate total of Application Connections that may be made by individuals who are also licensed as SUP Users.
- 8.2.3 *Sybase Afaría Handheld Device Management from SAP (Afaría HDM) and/or Sybase Unwired Platform (SUP) & Afaría Handheld Device Management from SAP (Afaría HDM)*
- 8.2.3.1 Afaría HDM license includes the following components, for Use solely on or with handheld devices: Afaría Enterprise Server including Multi-tenancy, Afaría Channel Test/Dev Server, Afaría Session Mgr for Handheld Devices, Afaría Software Mgr for Handheld Devices, Afaría Document Mgr for Handheld Devices, Afaría Security Mgr for Handheld Devices, Afaría Configuration Mgr for Handheld Devices, Afaría Inventory Mgr for Handheld Devices, Afaría OMA DM Client for Handheld Devices, and Afaría Backup Manager for Handheld Devices.
- 8.2.3.2 Use of each non-productive, test and development installation of Afaría HDM shall not exceed ten (10) Afaría HDM Users or ten (10) SUP & Afaría HDM Users. However, there is not a limit on the number of test and development installations provided the number of licensed Afaría HDM Users or SUP & Afaría HDM Users (as applicable) is not exceeded.
- 8.2.3.3 *Afaría HDM Users.* Any individual Using Afaría HDM must be licensed (i) as an Afaría HDM User or SUP & Afaría HDM Users and (ii) also as an SAP Named User (under separate Order Form to the Agreement), and such individual's Use of Afaría HDM shall be subject to such individual's SAP Named User type and the applicable License Level for Afaría HDM or SUP & Afaría HDM.
- 8.2.4 *Sybase Afaría Laptop Management from SAP (Afaría LM)*
- 8.2.4.1 Afaría LM license includes the following components, for Use solely on or with laptops: Afaría Enterprise Server including Multi-tenancy, Afaría Channel Test/Dev Server, Afaría Session Mgr for Laptop Management, Afaría Document Mgr for Laptop Management, Afaría Software Mgr for Laptop Management, Afaría Backup Mgr for Laptop Management, and Afaría Patch Mgr for Laptop Management.

- 8.2.4.2 Use of each non-productive, test and development installation of Afaria LM shall not exceed ten (10) Afaria LM Users. However, there is not a limit on the number of test and development installations provided the number of licensed Afaria LM Users is not exceeded.
- 8.2.4.3 Afaria LM Users. Any individual Using Afaria LM must be licensed (i) as an Afaria LM User and (ii) also as an SAP Named User (under separate Order Form to the Agreement), and such individual's Use of Afaria LM shall be subject to such individual's SAP Named User type and the Afaria LM License Level.
- 8.2.5 Advanced Security Option; Unstructured Data Analytics Option; Multiplex Grid Option; Very Large Database Management Option (VLDB)  
Advanced Security Option; Unstructured Data Analytics Option; Multiplex Grid Option; Very Large Database Management Option (VLDB) requires the licensing of Sybase IQ Enterprise Edition.
- 8.2.6 Sybase ASE. Sybase Adaptive Server Enterprise ("ASE") is a runtime database licensed for use by individuals licensed as SAP Named Users solely in conjunction with their use of applicable Software and/or Third Party Software licensed by Licensee from SAP. The Sybase ASE runtime database may not be used to run any software and/or third party software other than applicable Software and/or Third Party Software licensed by Licensee from SAP. For purposes of clarification, see the applicable Software and/or Third Party Software Documentation for information regarding release(s) / version(s) supported on the Sybase ASE runtime database.
- 8.2.7 DB2 Runtime Database in Certain Sybase Licensing Scenarios. Notwithstanding anything to the contrary, the Afaria HDM and Afaria LM Software, if licensed hereunder, may require a database product in addition to any runtime database that may be licensed hereunder. The Agreement does not contain a license to use any database product other than one identified in the Agreement. SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained (i.e., licensed) directly from a third party vendor by Licensee, and Licensee is responsible for support and maintenance of any database product obtained (i.e., licensed) from a third party vendor, and SAP has no responsibility in this regard.
- 8.2.8 SAP Enterprise Integrations for Mobile Apps Software.
- 8.2.8.1 The SAP Enterprise Integration for Mobile Apps Software may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. In addition, the following terms apply to specific Software:
- 8.2.8.2 SAP Enterprise Integrations for Mobile Apps. For the SAP Enterprise Integration Mobile Apps listed below, in addition to fulfilling the underlying SAP Named User license requirement, access to the licensed Enterprise Integrations for Mobile Apps requires one of the following (i) an SAP NetWeaver Gateway license and SUP User license; (ii) an SAP NetWeaver Gateway license and an SUP & Afaria HDM User license; or (iii) SAP Mobile Platform User license.

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**SAP Enterprise Integration for ERP Quality Issue Mobile App**

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**SAP Enterprise Integration for Employee Lookup Mobile App**

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**SAP Enterprise Integration for Leave Request Mobile App**

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**SAP Enterprise Integration for Travel Receipt Capture Mobile App**

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**SAP Enterprise Integration for Travel Expense Approval Mobile App**

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**SAP Enterprise Integration for HR Approvals Mobile App**

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**SAP Enterprise Integration for Cart Approval Mobile App**

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**SAP Enterprise Integration for Timesheet Mobile App**

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**SAP Enterprise Integration for Sales Order Notification Mobile App**

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**SAP Enterprise Integration for Customer and Contacts Mobile App**

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**SAP Enterprise Integration for Material Availability Mobile App**

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**SAP Enterprise Integration for ERP Order Status Mobile App**

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**SAP Enterprise Integration for GRC Access Approver Mobile App**

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**SAP Enterprise Integration for GRC Policy Survey Mobile App**

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**SAP Enterprise Integration for Payment Approvals Mobile App**

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**SAP Enterprise Integration for Customer Financial Fact Sheet Mobile App**

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**SAP Enterprise Integration for Interview Assistant Mobile App**

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**SAP Enterprise Integration for Transport Notification and Status Mobile App**

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**SAP Enterprise Integration for Transport Tendering Mobile App**

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**SAP Enterprise Integration for Manager Insight Mobile App**

**SAP Enterprise Integration for Electronic Medical Record on iPad Mobile App**

- 8.2.8.3 *Sybase Mobile Workflow Enterprise Integration for SAP, Sybase Mobile Sales Enterprise Integration for SAP CRM, SAP Enterprise Integration for Retail Execution Mobile App, SAP Enterprise Integration for Field Service Mobile App, SAP Enterprise Integration for EAM Work Order Mobile App.* The referenced Enterprise Integrations for Mobile Apps include a runtime license of SAP NetWeaver Mobile Gateway and Use of such runtime product is limited solely to enable Licensee's Usage of the licensed Enterprise Integrations for Mobile App. In addition to fulfilling the underlying SAP Named User license requirement, each Enterprise Integration Mobile App User must also be licensed as an SUP User, an SUP & Afaria HDM User or SAP Mobile Platform User.
- 8.2.8.4 *SAP Enterprise Integration for Citizen Connect Mobile App.* In addition to fulfilling the underlying SAP Named User license requirement, Use of the licensed SAP Enterprise Integration for Citizen Connect Mobile App requires a license of SAP NetWeaver Gateway or SAP Mobile Platform User.
- 8.2.9 *SAP Mobile Platform.* Each SAP Mobile Platform User license is comprised of one (1) Sybase Unwired Platform (SUP) & Afaria Handheld Device Management from SAP (Afaria HDM) User license. Each component comprising the SAP Mobile Platform is subject to the applicable terms stated herein. Each such SAP Mobile Platform User may Use SAP NetWeaver Gateway as follows: each SAP Mobile Platform User is licensed to Use SAP NetWeaver Gateway provided with the SAP Mobile Platform for the sole purpose of enabling (i) any SAP Mobile Applications, as set forth on <http://www.sap.com/mobile>, and licensed by Licensee under the Contract on a per user basis, solely to interface with the Software and/or third party software licensed under the Contract and/or (2) any Licensee owned/licensed mobile applications, solely to interface with the Software and/or third party software licensed under the Contract via SUP. Any other Use of SAP NetWeaver Gateway requires a separate SAP NetWeaver Gateway license.
- 8.2.10 *SAP Mobile Platform for Consumers.* Each SAP Mobile Platform for Consumer User license is comprised of Sybase Unwired Platform (SUP) & and SAP Netweaver Gateway. Each component comprising the SAP Mobile Platform for Consumers is subject to the applicable terms stated in the Software Use Rights document. Each such SAP Mobile Platform for Consumer User is licensed to Use SAP NetWeaver Gateway provided with the SAP Mobile Platform for Consumers for the sole purpose of enabling (i) any SAP Mobile Applications, as set forth on <http://www.sap.com/mobile>, and licensed by Licensee under the Agreement on a per user basis, solely to interface with the Software and/or third party software licensed under the Agreement and (2) any Licensee owned/licensed mobile applications, solely to interface with the Software and/or third party software licensed under the Contract via SUP. Any other Use of SAP NetWeaver Gateway requires a separate SAP NetWeaver Gateway license. Licensee may grant each licensed SAP Mobile Platform for Consumer User the right to make an unlimited number of Application Connections, and there is no requirement for an SAP Mobile Platform for Consumer User to also be licensed as an SAP Named User; and only an individual making Application Connections solely on his or her own behalf as an individual (i.e., not in conjunction with his or her employment or on behalf of any other individual(s) and/or entity(ies)) may be licensed as an SAP Mobile Platform for Consumer User.
- 8.2.11 *SAP Mobile Platform Limited Runtime License.* Licensee is licensed to Use Sybase Unwired Platform and SAP NetWeaver Gateway ("Mobile Platform Runtime Components") with the licensed Software referenced at the web sites below, for the sole purpose of enabling Licensee's usage of such licensed Software via interface with the Mobile Platform Runtime Components:
- (1) SAP Enterprise Integration for SAP Mobile Application; or
- (2) SAP Partner Certified Mobile Application
- both as stated at <http://www.sap.com/solutions/mobility/sap-mobile-platform-runtime-option/index.epx> or <http://www.sap.com/solutions/mobility/sap-mobile-platform-runtime-option-for-productivity-apps/index.epx>. Licensee's Use of SAP NetWeaver Gateway as a Mobile Platform Runtime Component is solely via interface to SUP. Licensee must license the necessary Users / Named Users for its Use of the licensed Software as provided herein. Each component comprising the Mobile Platform Runtime Components is subject to the applicable terms stated herein. In the event Licensee Uses the Mobile Runtime Platform Components other than as specified in this paragraph, a separate full use license is required.
9. **SAP HANA**
- 9.1 *Definitions.*
- 9.1.1 *Data Sources.* Any software product(s) and/or database instance(s) for which Licensee has secured an appropriate license.
- 9.1.2 *Non-SAP Applications.* Any software and/or applications, other than Software or Third Party Software, for which Licensee has secured an appropriate license from an entity other than SAP, SAP AG, and/or any of its/their subsidiaries and/or distributors.
- 9.2 *Where SAP HANA Is Not Contractually Restricted to Standalone Use.*
- 9.2.1 *SAP HANA, Platform Edition.* SAP HANA Platform may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level.
- 9.2.2 *SAP HANA, Enterprise Edition.* SAP HANA Enterprise may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA Enterprise currently includes a runtime license of SAP Business Objects Data Integrator ("DI") and SAP System Landscape Transformation ("SLT"), and Use of such runtime products shall be limited solely to extracting data from Data Sources into HANA.
- 9.2.3 *SAP HANA Extended Enterprise.* SAP HANA Extended Enterprise may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA Extended Enterprise currently includes a runtime license of SAP Business Objects Data Integrator ("DI"), SAP System Landscape Transformation ("SLT"), Sybase Replication Server ("SRS"), Sybase SQL Anywhere database ("SQL") and Sybase Adaptive Server Enterprise ("ASE"), and Use of such runtime products shall

be limited solely to (i) in the case of DI, SLT and SRS, extracting data from Data Sources into SAP HANA, (ii) in the case of SQL, serving as the database repository for SRS and (iii) in the case of ASE, serving as the database repository for DI and/or SRS (with respect to SRS, Licensee may elect, in its discretion, to Use ASE rather than SQL). Notwithstanding anything to the contrary, Licensee may not use SRS to directly or indirectly extract data from any Microsoft, Oracle, IBM Informix, IBM DB2 for z/OS, ASE, and/or MaxDB database product.

**9.2.4 Named User Requirements Where SAP HANA Software Is Not Contractually Restricted to Standalone Use.**

- 9.2.4.1 If an individual is Using licensed SAP HANA Software with a specific application that is licensed Software or Third Party Software and requires an SAP Named User license, then the SAP Named User license granting such individual the right to Use such specific application shall also fulfill the SAP Named User license requirement for Use of the licensed SAP HANA Software solely with such specific application, and such individual's Use of the licensed SAP HANA Software with such specific application shall be in accordance with the respective SAP Named User license.
- 9.2.4.2 If an individual is Using licensed SAP HANA Software with a specific application that is licensed Software or Third Party Software and does not require an SAP Named User license, then Use of the licensed SAP HANA Software solely with such specific application shall not require an SAP Named User license.
- 9.2.4.3 If an individual is Using licensed SAP HANA Software with Non-SAP Applications, then such individual must be licensed as an SAP Application HANA Administrator User or an SAP Application HANA Viewer User, and such individual's Use of the licensed SAP HANA Software solely with such Non-SAP Applications shall be in accordance with the respective SAP Named User license.
- 9.2.4.4 Notwithstanding the foregoing, an SAP Named User license will not be required solely where (i) data is exported directly out of the licensed SAP HANA Enterprise Edition or SAP HANA Extended Enterprise into Non-SAP Applications in an asynchronous, non-real-time manner and (ii) the use of such exported data in such Non-SAP Applications does not result in any updates to and/or trigger any processing capabilities of any licensed Software or Third Party Software. Notwithstanding anything to the contrary, if a runtime database is licensed for Use with the licensed SAP HANA Extended Enterprise Software, then Use of such runtime database to support the export of data from the licensed SAP HANA Enterprise Software in accordance with the immediately preceding sentence shall be limited to standard APIs provided with such runtime database.

**9.3. Where SAP HANA Software Is Contractually Restricted to Standalone Use.**

- 9.3.1 Standalone Use of HANA Platform. SAP HANA Platform may be Used with an unlimited number of Data Sources, such Use being subject to the Standalone Use restriction and the applicable Licensed Level.
- 9.3.2 Standalone Use of HANA Enterprise. SAP HANA Enterprise may be Used with an unlimited number of Data Sources, such Use being subject to the Standalone Use restriction and the applicable Licensed Level. SAP HANA Enterprise currently includes a runtime license of SAP Business Objects Data Integrator ("DI") and SAP System Landscape Transformation ("SLT"), and Standalone Use of such runtime products shall be limited solely to extracting data from Data Sources into HANA.
- 9.3.3 Standalone Use of HANA Extended Enterprise Enterprise. SAP HANA Extended Enterprise may be Used with an unlimited number of Data Sources, such Use being subject to the Standalone Use restriction and the applicable Licensed Level. SAP HANA Extended Enterprise currently includes a runtime license of SAP Business Objects Data Integrator ("DI"), SAP System Landscape Transformation ("SLT"), Sybase Replication Server ("SRS"), Sybase SQL Anywhere database ("SQL") and Sybase Adaptive Server Enterprise ("ASE"), and Standalone Use of such runtime products shall be limited solely to (i) in the case of DI, SLT and SRS, extracting data from Data Sources into SAP HANA, (ii) in the case of SQL, serving as the database repository for SRS and (iii) in the case of ASE, serving as the database repository for DI and/or SRS (with respect to SRS, Licensee may elect, in its discretion, to Use ASE rather than SQL). Notwithstanding anything to the contrary, Licensee may not use SRS to directly or indirectly extract data from any Microsoft, Oracle, IBM Informix, IBM DB2 for z/OS, ASE, and/or MaxDB database product.

**9.4 Named User Requirements Where SAP HANA Software Is Contractually Restricted to Standalone Use**

- 9.4.1 If an individual is Using licensed SAP HANA Software that is contractually restricted to Standalone Use with a specific application that is licensed Software or Third Party Software (also contractually restricted for Standalone Use) and requires an SAP Named User license, then the SAP Named User license granting such individual the right to Use such specific application shall also fulfill the SAP Named User license requirement for Use of the licensed SAP HANA Software solely with such specific application, and such individual's Use of the licensed SAP HANA Software with such specific application shall be in accordance with the respective SAP Named User license.
- 9.4.2 If an individual is Using licensed SAP HANA Software that is contractually restricted to Standalone Use with (i) a specific application that is licensed Software or Third Party Software (also contractually restricted for Standalone Use) and does not require an SAP Named User license and/or (ii) Non-SAP Applications (subject to the contractual Standalone Use restriction), then such individual must be licensed as an SAP Application Standalone HANA Administrator User or an SAP Application Standalone HANA Viewer User, and such individual's Use of the licensed SAP HANA Software solely with such application(s) shall be in accordance with the respective SAP Named User license.
- 9.4.3 Notwithstanding the foregoing, an SAP Named User license will not be required solely where (i) data is exported directly out of the licensed SAP HANA Enterprise Edition or SAP HANA Extended Enterprise into Non-SAP Applications in an asynchronous, non-real-time manner and (ii) the use of such exported data in such Non-SAP Applications does not result in any updates to and/or trigger any processing capabilities of any licensed Software or Third Party Software.

**9.5 SAP HANA DB Edition for SAP NetWeaver BW ("HANA DB for BW"). HANA DB for BW is a database licensed solely to support Licensee's Use of SAP NetWeaver Business Warehouse (SAP BW) and Use is limited to communications between SAP BW and HANA DB for BW. HANA DB for BW may support an unlimited number of data sources (i.e., any software product(s) and/or database instance(s), for which Licensee has secured an appropriate license), subject to the applicable Licensed Level. Any access**

to HANA DB for BW, including but not limited to data loading, modeling, reporting and distribution, must take place via SAP BW. HANA DB for BW may not be used as a database for any other purpose except as specified in this footnote. HANA DB for BW includes a runtime license of HANA Studio and access is solely to administer and manage HANA DB for BW. HANA DB for BW does not include a license for SAP BW. HANA DB for BW cannot be deployed on the same installation as any other SAP HANA software. The SAP Named User requirements for HANA Software apply to HANA DB for BW.

9.6 The Sybase runtime components included with HANA Extended Enterprise licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to <http://www.sybase.com/thirdpartylegal> for certain notices relating to the Free Download Components.

**10. Focused Business Solutions.**

10.1 If licensed Software is identified as a Focused Business Solution ("FBS Software"), special support strategy and conditions apply. SAP Support for FBS Software shall be provided in accordance with the applicable SAP Support terms as amended by the then current support strategy and conditions specified elsewhere in this Contract.

10.2 The following terms also apply to FBS Software:

10.2.1 FBS Software requires, as a prerequisite to its Use and installation, a specific version (e.g., release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software"), which must be separately licensed and installed by Licensee.

10.2.2 In the future, should SAP elect, in its sole and exclusive discretion, to make new release(s) of FBS Software commercially available as part of SAP Support, such new release(s) may (a) differ functionally, (b) have different supported language(s) and/or (c) have different Base Software requirements from prior FBS Software release(s).

10.2.3 Mainstream and extended maintenance dates for FBS Software are targets, and therefore subject to change by SAP.

10.2.4 Maintenance and extended maintenance for any FBS Software release is contingent upon Licensee remaining subscribed to, and current on, payment for maintenance for the applicable Base Software.

10.2.5 In no event will maintenance or extended maintenance for any FBS Software release be provided following the expiration or termination of mainstream or extended (as applicable) maintenance on the underlying Base Software.



## A. SOFTWARE LICENSE PRICES (SIN 132-33) -- AUTHORIZED GSA IT SCHEDULE PRICELIST

NOTE: All products may not be currently available on all platforms; please contact your SAP Account Executive for ordering assistance prior to issuing an order to SAP under this contract. All orders are subject to SAP acceptance in accordance with the terms, conditions and prices of this contract.

This pricelist consists of the following sections:

- SAP Business Suite & SAP NetWeaver
- SAP BusinessObjects
- Licensing Details for SAP BusinessObjects software
- SAP Tiered Pricing

SAP Focused Business Solutions

### LEGEND FOR PRICE LIST HEADERS:

Column	CONTENT
Item	The name of the price list item.
Sales Unit	Units of the portfolio that can be licensed. A sales unit is characterized by a dedicated metric along with the number of pieces that can be licensed in a chunk.
Blocks of	The number of pieces sold/licensed in a chunk.
Metrics	The variable used to scale the price. And which determines the license grant of a particular item.
Price/ Sales Unit	The unit price (i.e., the price per sales unit) comprising the price tag per sales unit and the currency.
Initial Min. Blocks	Initial Min. Blocks is the minimum number of sales units, which must be bought in the initial business transaction, which includes such item.
Max. Price	The maximum list price for a price list item per business transaction.
SAV	SAP Application Value (SAV) is total list price license fee. It is the value used as the basis for the database calculation. Values: Y (es) = contributes to calculation of SAV N (o) doesn't contribute to calculation of SAV E (xception) = only selected databases included.

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Other databases are to be licensed directly from the respective vendor.  
**Y/N** – depending on the use case the item contributes to the SAV calculation or it does not contribute to the SAV calculation. Details are available in the remarks column.

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**DB (Database)**                      The DB field can take the values:  
**All**  
**MS (MSQL)**  
**DB2zOS**  
**DB2**  
**ORA (Oracle)**  
**MDB (MaxDB)**  
**E (xception) and**  
**n.a**

The remark column may provide more information on the supported license; especially in case the item does not contribute to the SAV. In case of doubt the Product Availability Matrix applies.

**E (xception)** = used in case the column cannot hold the complete list of databases

**n.a.** means not applicable, i.e. a database is embedded

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**DSC (Discount)**                      Field Values:  
**Y (es)** the item is discountable  
**N (o)** the item is non-discountable.

Discounts available are described in the “Terms and Conditions” document.

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**USR (User Req.)**                      Field Values:  
**Y (es)** - A Named User license is required in addition to/ as pre-requisite to license/ use of such item.  
**N (o)** - A Named User license is not required.

**Y/N** – Depending on the use case a Named User License is required or is not required.

**E (xception)** In case of other exceptions the remark field may contain more information.

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**Items displayed in grey font color are only available for such customers having already licensed such item in the past (i.e., customers “buying more of the same”).**



Column	CONTENT
PRE (Prerequisite)	<p>The item can only be licensed if another item has already been licensed.</p> <p>PRE Field Values:</p> <p><b>ERP</b> (means the ERP package is a license pre-requisite)</p> <p><b>SAP</b> (an SAP application is a license pre-requisite)</p> <p><b>Mat</b> (an item identified through a dedicated material number is required).</p> <p><b>Rem</b> (see remarks column for more information)</p> <p>In case more than one prerequisite apply at the same time the corresponding values are concatenated by the "+" symbol. If one or the other prerequisite may apply, then the corresponding values are concatenated by a comma.</p> <p>The remark column may provide more information on the required license.</p>
TP (3 <sup>rd</sup> Party)	<p>Indicates whether this is a vendor branded reseller product or not.</p> <p>TP Field Values:</p> <p><b>Y</b> (es)</p> <p><b>N</b> (o).</p> <p>3<sup>rd</sup> party products and SAP branded products are not include here, i.e. such products are marked with a N(o)</p>
Remarks	<p>The remark field may provide more information on licensing details, supported databases and prerequisites if required.</p>

**GSA PRICE LIST**  
Contract GS-35F-0406V

Price List Item	Sales Unit		Price/Sales Unit (USD)	Min. Blocks	Max. Price (USD)	PRE	SAV	DB	DSC	TP	Remarks
	in blocks of	Metrics									
Named Users											
<b>Application Users</b>											
SAP Application Developer User	1	SAP Application Developer User	9,000	1	N/A	SAP	Y	All		Y	N
SAP Application Business Expert User	1	SAP Application Business Expert User	7,500	1	N/A	SAP	Y	All		Y	N
SAP Application Professional User	1	SAP Application Professional User	4,800	1	N/A	SAP	Y	All		Y	N
SAP Application Limited Professional User	1	SAP Application Limited Professional User	1,950	1	N/A	SAP	Y	All		Y	N
SAP Application Business Analytics Professional User	1	SAP Application Business Analytics Professional User	2,700	1	N/A		Y	All		Y	N
SAP Application Standalone Business Analytics Professional User	1	SAP Application Standalone Business Analytics Professional User	2,700	1	N/A		Y/N	All		Y	N
SAP Application BI Limited User	1	SAP Application BI Limited User	1,425	1	N/A		Y	All		Y	N
SAP Application Standalone BI Limited User	1	SAP Application Standalone BI Limited User	1,425	1	N/A		Y/N	All		Y	N
SAP Application Business Information User	1	SAP Application Business Information User	1,200	1	N/A	SAP	Y	All		Y	N
SAP Application BI Viewer User	1	SAP Application BI Viewer User	1,125	1	N/A		Y/N	All		Y	N [507]
SAP Application Employee User	1	SAP Application Employee User	600	1	N/A	SAP	Y	All		Y	N
SAP Application Employee Self-Service User	1	SAP Application Employee Self-Service User	188	1	N/A	SAP	Y	All		Y	N
SAP Application Employee Self-Service Core User	1	SAP Application Employee Self-Service Core User	90	1	N/A	SAP	Y	All		Y	N
SAP Application HANA Administrator User	1	SAP Application HANA Administrator User	2,250	1	N/A		Y/N	All		Y	N
SAP Application Standalone HANA Administrator User	1	SAP Application Standalone HANA Administrator User	2,250	1	N/A		Y/N	All		Y	N
SAP Application HANA Viewer User	1	SAP Application HANA Viewer User	1,125	1	N/A		Y/N	All		Y	N
SAP Application Standalone HANA Viewer User	1	SAP Application Standalone HANA Viewer User	1,125	1	N/A		Y/N	All		Y	N
SAP Application Business Expert Upgrade User	1	SAP Application Business Expert Upgrade User	2,700	1	N/A	7003012	Y	All		Y	N
SAP Application Professional Upgrade User	1	SAP Application Professional Upgrade User	2,850	1	N/A	7003014	Y	All		Y	N
SAP Application Limited Professional Upgrade User	1	SAP Application Limited Professional Upgrade User	750	1	N/A	7009731	Y	All		Y	N
SAP Application HANA Administrator Upgrade User	1	SAP Application HANA Administrator Upgrade User	1,125	1	N/A	7011456	Y/N	All		Y	N
SAP Application Standalone HANA Admin Upgrade User	1	SAP Application Standalone HANA Admin Upgrade User	1,125	1	N/A	7011457	Y/N	All		Y	N
SAP Application Business Analytics Professional Upgrade User	1	SAP Application Business Analytics Professional Upgrade User	1,275	1	N/A	7011290	Y	All		Y	N
SAP Application Standalone Business Analytics Prof Upgrade User	1	SAP Application Standalone Business Analytics Prof Upgrade User	1,275	1	N/A	7011453	Y/N	All		Y	N
SAP Application Business Information Upgrade User	1	SAP Application Business Information Upgrade User	600	1	N/A	7003015	Y	All		Y	N
SAP Application Employee Upgrade User	1	SAP Application Employee Upgrade User	413	1	N/A	7003016	Y	All		Y	N
<b>Special Users</b>											
SAP Learning User	1	SAP Learning User	60	1	N/A	Mat	Y	All		Y	N check metric definition
SAP E-Recruiting User	1	SAP E-Recruiting User	60	1	N/A	SAP	Y	All		Y	N
SAP Human Capital Performance Management User	1	SAP Human Capital Performance Management User	90	1	N/A	SAP	Y	All		Y	N
SAP Manager Self-Service User	1	SAP Manager Self-Service User	900	1	N/A	SAP	Y	All		Y	N
SAP Banking User	1	SAP Banking User	600	1	N/A	SAP	Y	All		Y	N
SAP Retail Store User	1	SAP Retail Store User	900	1	N/A	SAP	Y	All		Y	N
SAP Logistics User	1	SAP Logistics User	1,350	1	N/A	SAP	Y	All		Y	N
SAP Shop Floor User	1	SAP Shop Floor User	900	1	N/A	SAP	Y	All		Y	N
SAP Maintenance Worker User	1	SAP Maintenance Worker User	900	1	N/A	SAP	Y	All		Y	N
SAP Engineering User	1	SAP Engineering User	900	1	N/A	SAP	Y	All		Y	N
SAP Procurement Self-Service and Collaborator User	1	SAP Procurement Self-Service and Collaborator User	375	1	N/A	SAP	Y	All		Y	N
SAP Partner Channel User	1	SAP Partner Channel User	375	1	N/A	SAP	Y	All		Y	N
SAP Solution Extension Limited User	1	SAP Solution Extension Limited User	375	1	N/A	Mat	Y/N	All		Y	N [102] check metric def Mat=7009903,7010471
SAP CRM User	1	SAP CRM User	2,925	1	N/A	SAP	Y	All		Y	N
SAP CRM Rapid Deployment Edition User	1	SAP CRM Rapid Deployment Edition User	900	1	N/A	7010304	Y	All		Y	N
<b>Platform User / SAP Applications</b>											
SAP Platform Advanced User	1	SAP Platform Advanced User	2,400	1	N/A	SAP	Y	All		Y	N
SAP Platform Extended User	1	SAP Platform Extended User	1,500	1	N/A	SAP	Y	All		Y	N
SAP Platform Standard User	1	SAP Platform Standard User	375	1	N/A	SAP	Y	All		Y	N
<b>SAP NetWeaver Users</b>											
SAP NetWeaver Developer User	1	SAP NetWeaver Developer User	5,250	1	N/A	Mat	Y	All		Y	N Mat = 7009522, 7009523
SAP NetWeaver Administrator User	1	SAP NetWeaver Administrator User	4,800	1	N/A	Mat	Y	All		Y	N Mat = 7009522, 7009523
SAP NetWeaver Gateway User	1	SAP NetWeaver Gateway User	375	1	N/A	GW	Y	All		Y	N
<b>SAP Business Suite Users (existing contracts only)</b>											
SAP Business Suite Developer	1	SAP Business Suite Developer	9,000	1	N/A		Y	All		Y	N
SAP Business Suite Expert User	1	SAP Business Suite Expert User	8,400	1	N/A		Y	All		Y	N
SAP Business Suite Professional	1	SAP Business Suite Professional	5,700	1	N/A		Y	All		Y	N
SAP Business Suite Limited Professional	1	SAP Business Suite Limited Professional	2,250	1	N/A		Y	All		Y	N
SAP Business Suite Business Information User	1	SAP Business Suite Business Information User	1,200	1	N/A		Y	All		Y	N
SAP Business Suite Employee	1	SAP Business Suite Employee	600	1	N/A		Y	All		Y	N
SAP Business Suite Employee Self-Service	1	SAP Business Suite Employee Self-Service	188	1	N/A		Y	All		Y	N
SAP Business Suite Employee Self-Service Core User	1	SAP Business Suite Employee Self-Service Core User	90	1	N/A	SAP	Y	All		Y	N
SAP Business Suite Business Expert Upgrade User	1	SAP Business Suite Business Expert Upgrade User	2,700	1	N/A	7001125	Y	All		Y	N
SAP Business Suite Professional Upgrade User	1	SAP Business Suite Professional Upgrade User	3,450	1	N/A	7001127	Y	All		Y	N
SAP Business Suite Limited Professional Upgrade User	1	SAP Business Suite Limited Professional Upgrade User	1,050	1	N/A	7009733	Y	All		Y	N
SAP Business Suite Business Information Upgrade User	1	SAP Business Suite Business Information Upgrade User	600	1	N/A	7001126	Y	All		Y	N
SAP Business Suite Employee Upgrade User	1	SAP Business Suite Employee Upgrade User	413	1	N/A	7003017	Y	All		Y	N

**GSA PRICE LIST**  
Contract GS-35F-0406V

Price List Item	Sales Unit		Price/Sales Unit (USD)	Min. Blocks	Max. Price (USD)	PRE	SAV	DB	DISC	TP	Remarks
	in blocks of	Metrics									
SAP B2B Sales User	1	SAP B2B Sales User	375	1	N/A	SAP	Y	All	Y	N	
Individual SAP Solution Users (existing contracts only)											
SAP ERP Developer User	1	SAP ERP Developer User	9,000	1	N/A	Y	All	Y	N		
SAP ERP Business Expert User	1	SAP ERP Business Expert User	7,500	1	N/A	Y	All	Y	N		
SAP ERP Professional User	1	SAP ERP Professional User	4,800	1	N/A	Y	All	Y	N		
SAP ERP Limited Professional User	1	SAP ERP Limited Professional User	1,950	1	N/A	Y	All	Y	N		
SAP ERP Business Information User	1	SAP ERP Business Information User	1,200	1	N/A	Y	All	Y	N		
SAP ERP Employee User	1	SAP ERP Employee User	600	1	N/A	Y	All	Y	N		
SAP ERP Employee Self-Service User	1	SAP ERP Employee Self-Service User	188	1	N/A	Y	All	Y	N		
SAP ERP Employee Self-Service Core User	1	SAP ERP Employee Self-Service Core User	90	1	N/A	SAP	Y	All	Y	N	
SAP ERP Business Expert Upgrade User	1	SAP ERP Business Expert Upgrade User	2,700	1	N/A	7002628	Y	All	Y	N	
SAP ERP Professional Upgrade User	1	SAP ERP Professional Upgrade User	2,850	1	N/A	7002629	Y	All	Y	N	
SAP ERP Limited Professional Upgrade User	1	SAP ERP Limited Professional Upgrade User	750	1	N/A	7009735	Y	All	Y	N	
SAP ERP Business Information Upgrade User	1	SAP ERP Business Information Upgrade User	600	1	N/A	7002630	Y	All	Y	N	
SAP ERP Employee Upgrade User	1	SAP ERP Employee Upgrade User	413	1	N/A	7003018	Y	All	Y	N	
SAP CRM Developer User	1	SAP CRM Developer User	9,000	1	N/A	Y	All	Y	N		
SAP CRM Professional User	1	SAP CRM Professional User	7,500	1	N/A	Y	All	Y	N		
SAP CRM Limited Professional User	1	SAP CRM Limited Professional User	2,475	1	N/A	Y	All	Y	N		
SAP SCM Developer User	1	SAP SCM Developer User	9,000	1	N/A	Y	All	Y	N		
SAP SCM Professional User	1	SAP SCM Professional User	7,500	1	N/A	Y	All	Y	N		
SAP SCM Limited Professional User	1	SAP SCM Limited Professional User	3,750	1	N/A	Y	All	Y	N		
SAP SRM Developer User	1	SAP SRM Developer User	9,000	1	N/A	Y	All	Y	N		
SAP SRM Professional User	1	SAP SRM Professional User	4,500	1	N/A	Y	All	Y	N		
SAP SRM Limited Professional User	1	SAP SRM Limited Professional User	1,500	1	N/A	Y	All	Y	N		
SAP SRM Employee User	1	SAP SRM Employee User	525	1	N/A	Y	All	Y	N		
SAP PLM Developer User	1	SAP PLM Developer User	9,000	1	N/A	Y	All	Y	N		
SAP PLM Professional User	1	SAP PLM Professional User	5,550	1	N/A	Y	All	Y	N		
SAP PLM Limited Professional User	1	SAP PLM Limited Professional User	2,250	1	N/A	Y	All	Y	N		
Platform User / SAP Business Suite (existing contracts only)											
SAP Platform Advanced User - Business Suite	1	SAP Platform Advanced User - Business Suite	2,400	1	N/A	SAP	Y	All	Y	N	
SAP Platform Extended User - Business Suite	1	SAP Platform Extended User - Business Suite	1,500	1	N/A	SAP	Y	All	Y	N	
SAP Platform Standard User - Business Suite	1	SAP Platform Standard User - Business Suite	375	1	N/A	SAP	Y	All	Y	N	
SAP Business Suite											
Enterprise Foundation											
Enterprise foundation package (previous ERP Package)	1	Enterprise Foundation Package	24,000	1	N/A	Y	All	Y	N		Includes 5 SAP Application Pro Users
Enterprise Extensions											
SAP Sales and Service Order Processing	1,000	Orders per Year	150	1	N/A	ERP, CRM	Y	All	Y	N	
SAP Purchase Order Processing	1,000	Orders per Year	300	25	N/A	ERP	Y	All	Y	N	
SAP Payroll Processing	500	Master Records	11,250	1	N/A	ERP	Y	All	Y	N	(102)
SAP E-Recruiting	500	Positions	11,250	1	N/A	ERP	Y	All	Y	N	
SAP Learning Solution	500	Learner	45,000	1	N/A	ERP	Y	All	Y	N	
SAP Enterprise Learning Environment	500	Learner	60,000	1	N/A	ERP	Y	All	Y	N	
SAP Credit Management	1,000	Active Customers / Vendors	5,250	1	1,575,000	ERP	Y	All	Y	N	(102)
SAP Billing Direct	1,000	Active Customers / Vendors	5,250	1	1,575,000	ERP	Y	All	Y	N	(102)
SAP Collections and Dispute Management	1,000	Active Customers / Vendors	11,250	1	3,375,000	ERP	Y	All	Y	N	(102)
SAP Treasury and Risk Management	100,000,000	Revenue	9,000	10	N/A	ERP	Y	All	Y	N	(102)
SAP Treasury and Risk Management, Public Sector	100,000,000	Operating Budget	9,000	2	N/A	ERP	Y	All	Y	N	(102)
SAP In-House Cash	1	Business Partner	9,000	10	N/A	ERP	Y	All	Y	N	
SAP Bank Communication Management	1,000	Business Partner	2,250	25	N/A	ERP	Y	All	Y	N	
SAP Treasury and Risk Management, financial risk mgmt for commodities	1	User	150,000	1	N/A	ERP	Y	All	Y	N	
SAP Treasury and Risk Management, hedge mgmt of interest rate risks	500,000,000	Hedge Volume	13,500	10	N/A	ERP	Y	All	Y	N	
SAP Commodity Procurement: base package	1	Fixed fee	450,000	1	N/A	ERP	Y	All	Y	N	(702)
SAP Commodity Sales: base package	1	Fixed fee	450,000	1	N/A	ERP	Y	All	Y	N	(702)
SAP Commodity Sales & Procurement for iron ore, steel, coal	500,000	Tons per year for iron ore, steel, coal	15,000	1	N/A	ERP+Mat	Y	All	Y	N	Mat = 7011588, 7011589
SAP Commodity Sales & Procurement for oil, oil equivalent, gas	2,500	BOEPD for oil, oil equivalent, gas	15,000	1	N/A	ERP+Mat	Y	All	Y	N	Mat = 7011588, 7011589
SAP Commodity Sales & Procurement for base metals, cereals, sugar	25,000	Tons per year for base metals, cereals, sugar	15,000	1	N/A	ERP+Mat	Y	All	Y	N	Mat = 7011588, 7011589
SAP Commodity Sales & Procurement for atu, grains, other major crop	8,000	Tons per year for atu, grains, other major crop	15,000	1	N/A	ERP+Mat	Y	All	Y	N	Mat = 7011588, 7011589
SAP Commodity Sales & Procurement for non-ferrous base metals	5,000	Tons per year for non-ferrous base metals	15,000	1	N/A	ERP+Mat	Y	All	Y	N	Mat = 7011588, 7011589
SAP Commodity Sales & Procurement for coffee, oilseeds, meat, dairy	2,500	Tons per year for coffee, oilseeds, meat, dairy	15,000	1	N/A	ERP+Mat	Y	All	Y	N	Mat = 7011588, 7011589
SAP Commodity Sales & Procurement for tin, nickel, cocoa, tea	1,250	Tons per year for tin, nickel, cocoa, tea	15,000	1	N/A	ERP+Mat	Y	All	Y	N	Mat = 7011588, 7011589
SAP Commodity Sales & Procurement for silver	1,250,000	Ounces per year for silver	15,000	1	N/A	ERP+Mat	Y	All	Y	N	Mat = 7011588, 7011589
SAP Commodity Sales & Procurement for precious metals except silver	25,000	Ounces per year for precious metals except silver	15,000	1	N/A	ERP+Mat	Y	All	Y	N	Mat = 7011588, 7011589
SAP Real Estate Management, office, retail and industrial property mgmt	1	User	11,250	1	N/A	ERP	Y	All	Y	N	
SAP Real Estate Management, residential property mgmt	1,000	Rental Units	18,000	1	N/A	ERP	Y	All	Y	N	
SAP Real Estate Management, land management	1,000	Parcels of Land	6,000	1	360,000	ERP	Y	All	Y	N	
SAP EHS Management: product and REACH compliance	100	Employees	15,000	1	N/A	ERP	Y	All	Y	N	(102)
SAP Environment, Health and Safety (EHS) Management	100	Employees	30,000	1	N/A	ERP	Y	All	Y	N	(102)
SAP EHS Management, product safety	100	Employees	15,000	1	N/A	ERP	Y	All	Y	N	(102)
SAP EHS Management, environmental compliance	100	Employees	18,000	1	N/A	ERP	Y	All	Y	N	(102)
SAP EHS Management, health and safety	100	Employees	12,000	1	N/A	ERP	Y	All	Y	N	(102)
SAP Incentive and Commission Management	1	Commission Recipients	450	50	N/A	ERP	Y	All	Y	N	(102)
SAP Work Clearance Management	1	WCM Plant	75,000	1	N/A	ERP	Y	All	Y	N	
SAP Recycling Administration	100	Employees	4,500	7	1,201,500	ERP	Y	All	Y	N	
SAP Financial Closing cockpit	500	Employees	18,750	1	4,500,000	ERP	Y	All	Y	N	
SAP Master Data Governance, financial data	5,000	Financial Objects	150,000	1	3,900,000	ERP	Y	All	Y	N	
SAP Master Data Governance, business partner data	5,000	Business Partner Objects (MDG)	112,500	1	3,825,000	ERP	Y	All	Y	N	
SAP Master Data Governance, product and other data	10,000	Product and Other Data Objects (MDG)	112,500	1	3,825,000	ERP	Y	All	Y	N	

**GSA PRICE LIST**  
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Price List Item	Sales Unit		Price/Sales Unit (USD)	Min. Blocks	Max. Price (USD)	PRE	SAV	DB	DSC	TP	Remarks	
	In blocks of	Metrics										
SAP Shared Service Framework, Finance and Accounting	25,000	Service Transactions	75,000	1		N/A	ERP	Y	All	Y	N	
SAP Shared Service Framework, Human Resources	25,000	Service Transactions	150,000	1		N/A	ERP	Y	All	Y	N	
SAP Linear Asset Management	1	User	600	1		N/A	ERP	Y	All	Y	N	
<b>Line of Business Portfolio</b>												
<b>Procurement</b>												
SAP Extended Sourcing	1,000,000	Spend Volume	1,500	1		N/A	E	Ora, DB2	Y	N	[201]	
SAP Extended Procurement	1,000,000	Spend Volume	1,500	1		N/A	Y	All	Y	N	[201]	
SAP Supplier Self-Services	1,000,000	Spend Volume	375	1		N/A	Y	All	Y	N	[201]	
SAP Supplier Lifecycle Management	1,000,000	Spend Volume	450	1		N/A	Y	All	Y	N	[201]	
SAP SRM Rapid Deployment Edition	1,000,000	Spend Volume	150	250		N/A	ERP	Y	All	Y	[102, 201]	
<b>Supply Chain</b>												
SAP Global Available-to-Promise	1	Logistic Locations	30,000	5		N/A	ERP	Y	All	Y	N	
SAP Demand Planning	1	Logistic Locations	30,000	5		N/A	ERP	Y	All	Y	N	
SAP Supply Network Planning	1	Logistic Locations	45,000	5		N/A	ERP	Y	All	Y	N	
SAP Ext. Manufacturing, small plant	1	Small Plant	105,000	1		N/A	ERP	Y	All	Y	N	
SAP Ext. Manufacturing, midsize plant	1	Midsize Plant	450,000	1		N/A	ERP	Y	All	Y	N	
SAP Ext. Manufacturing, large plant	1	Large Plant	1,500,000	1		N/A	ERP	Y	All	Y	N	
SAP Supplier Collaboration, first 50 units	1	Location w. Supplier Collaboration Scenario	15,000	5	750,000	Mat	Y	All	Y	N	[201] Mat=7011213, 7009502, 7009861	
SAP Supplier Collaboration, above 50 units	1	Location w. Supplier Collaboration Scenario	2,250	1	15,000,750	Mat	Y	All	Y	N	[201] Mat=7011213, 7009502, 7009861	
SAP Customer Collaboration, first 100 units	1	Location w. Customer Collaboration Scenario	15,000	10	1,500,000	Mat	Y	All	Y	N	[201] Mat=7011213, 7009502, 7009861	
SAP Customer Collaboration, above 100 units	1	Location w. Customer Collaboration Scenario	2,250	1	15,000,750	Mat	Y	All	Y	N	[201] Mat=7011213, 7009502, 7009861	
SAP Quality Collaboration	1	Location w. Quality Collaboration Scenario	7,500	5	15,000,000	Mat	Y	All	Y	N	[201] Mat=7011213, 7009502, 7009861	
SAP Outsourced Manufacturing, first 35 units	1	Location w. Outsourced Manufacturing Scenario	45,000	5	1,575,000	Mat	Y	All	Y	N	[201] Mat=7011213, 7009502, 7009861	
SAP Outsourced Manufacturing, above 35 units	1	Location w. Outsourced Manufacturing Scenario	15,000	1	15,000,000	Mat	Y	All	Y	N	[201] Mat=7011213, 7009502, 7009861	
SAP Ext. Warehousing, small warehouse	1	Small Warehouse	112,500	1		N/A	ERP	Y	All	Y	N	
SAP Ext. Warehousing, midsize warehouse	1	Midsize Warehouse	225,000	1		N/A	ERP	Y	All	Y	N	
SAP Ext. Warehousing, large warehouse	1	Large Warehouse	450,000	1		N/A	ERP	Y	All	Y	N	
SAP Transportation Management, order management and execution	1,000	Shipment	6,000	20	15,000,000	Y	All	Y	Y	N		
SAP Transportation Management, planning and optimization	1,000	Shipment	6,000	20	15,000,000	7011283	Y	All	Y	N		
SAP Transportation Management, transportation charge management	1,000	Shipment	6,000	20	15,000,000	7011283	Y	All	Y	N		
SAP Transportation Management, carrier booking	1,000	Shipment	3,000	20	15,000,000	7011283	Y	All	Y	N		
SAP Transportation Management, freight tendering	1,000	Shipment	3,000	20	15,000,000	7011283	Y	All	Y	N		
SAP Service Parts Planning	1,000,000	Service Parts Inventory	15,000	25		N/A	ERP	Y	All	Y	N	
SAP Auto-ID Infrastructure	1	Auto-ID Site	75,000	1		N/A	ERP	Y	All	Y	N	
SAP Object Event Repository	10,000,000	Events	15,000	1		N/A	ERP	Y	All	Y	[102]	
SAP Event Management	1,000,000	Events	37,500	2		N/A	Y	All	Y	N		
<b>Manufacturing</b>												
SAP Material Flow System Control	1	Warehouse	37,500	1		N/A	ERP+Mat	Y	All	Y	[304]	
SAP Plant Connectivity	1	Server	15,000	1		N/A	ERP	N	N/A	Y	N	
SAP Manufacturing Integration and Intelligence (SAP MI)	100	Employees (SAP MI)	45,000	1		N/A	E	All except ASE	Y	N		
SAP Manufacturing Execution	50	Resources	232,500	1		N/A	E	Ora, MS	Y	N		
<b>R&amp;D / Engineering</b>												
SAP Collaborative Product Development	1	Participant	900	100		N/A	ERP	Y	All	Y	N	
SAP Product Structure Synchronization, small plants	1	Small Plant	37,500	1		N/A	7011657	Y	All	Y	N	
SAP Product Structure Synchronization, midsize plants	1	Midsize Plant	112,500	1		N/A	7011657	Y	All	Y	N	
SAP Product Structure Synchronization, large plants	1	Large Plant	300,000	1		N/A	7011657	Y	All	Y	N	
SAP Portfolio and Project Management (SAP PPM) up to 40 units	25,000,000	Portfolio Budget	82,500	1	3,300,000	Y	All	Y	Y	N		
SAP Portfolio and Project Management (SAP PPM) above 40 units	25,000,000	Portfolio Budget	37,500	1		N/A	Y	All	Y	N		
SAP Enterprise Project Connection	1	Installations	225,000	1		N/A	ERP	Y	All	Y	N	
<b>Customer Relationship</b>												
SAP Marketing, B2B	1,000	Number of Records	300	300	15,000,000	Y	All	Y	Y	N	[704]	
SAP Marketing, B2C	1,000	Number of Records	150	1,000	15,000,000	Y	All	Y	Y	N	[704]	
SAP Loyalty Management, B2B	1	Number of Loyalty Members	150	500	15,000,000	Y	All	Y	Y	N	[704]	
SAP Loyalty Management, B2C	1,000	Number of Loyalty Members	600	200	15,000,000	Y	All	Y	Y	N	[704]	
SAP Channel Marketing Funds Management	1	Number of Partner Organizations	900	50		N/A	Y	All	Y	N	[704]	
SAP Sales	1	Number of Sales Employees Using SAP Sales	1,050	1		N/A	Y	All	Y	N	[704]	
SAP Multichannel Order Management	1,000	Sales Orders	60	100		N/A	Y	All	Y	N	[704]	
SAP Service	1,000	Service Inquiries	375	100		N/A	ERP	Y	All	Y	N	
SAP Partner Management	1	Active Partner Organizations	1,050	100		N/A	Y	All	Y	N	[704]	
SAP Web Channel, B2C	1	CPU	150,000	2		N/A	Y	All	Y	N	[704]	
SAP Web Channel, B2B	1	Web Channel User	1,050	200		N/A	Y	All	Y	N	[202, 704]	
SAP Interaction Center Management	1,000	Interaction Records	75	100		N/A	Y	All	Y	N	[704]	
SAP Business Communications Management, multi-channel	1	BCM multi-channel user	4,200	1		N/A	E	MS	Y	N	[305]	
SAP Business Communications Management, voice-only	1	BCM voice-only user	2,400	1		N/A	E	MS	Y	N	[306]	
SAP Business Communications Management, personal telephony	1	BCM personal-telephony user	420	1		N/A	E	MS	Y	N		
SAP Business Communications Management, reporting	1	BCM reporting user	150	1		N/A	E	MS	Y	N		
SAP Business Communications Management, IVR	1	Port	1,650	1		N/A	E	MS	Y	N		
SAP Business Communications Management, Rapid Deployment Edition	1	BCM Rapid Deployment Edition User	2,025	1		N/A	E	MS	Y	N	[102]	
SAP IT Service Desk Operation	25,000	Defined Business Transactions	5,250	1		N/A	Y	All	Y	N	[204]	
SAP CRM Rapid Deployment Edition	1	User	600	1		N/A	Y	All	Y	N	[102]	
<b>Supplementary Products</b>												
<b>Forecast Business Solutions</b>												
SAP Multiresource Scheduling	1	Resource	600	100		N/A	SAP	Y	All	Y	[101, 102]	
SAP Multiresource Scheduling with Optimizer	1	Resource	900	100		N/A	SAP	Y	All	Y	[101, 102]	
SAP Public Budget Formulation, first 8 units	1,000,000,000	Total annual budget	750,000	1	6,000,000	Y	All	Y	Y	N	[102]	
SAP Public Budget Formulation, above 8 units	1,000,000,000	Total annual budget	3,750,000	1	7,500,000	7010560a	Y	All	Y	N	[102]	
SAP Payment Engine	1,000	Payment Items	24	62,500		N/A	SAP	E	Ora, DB2	Y	N	[102]
SAP Pricing and Costing for Utilities	100	POds	113	500		N/A	Mat	Y	All	Y	[102, 706]	
SAP Business Process Tracking for Utilities	10,000	POds	10,500	1	2,247,000	SAP	Y	All	Y	N	[102]	
SAP Asset Lifecycle Accounting	500,000,000	Net Property Plant & Equipment	87,450	7	10,056,750	ERP	Y	All	Y	N	[102]	
SAP Application Interface Framework	1	Licensed User	90	500	2,250,000	SAP	Y	All	Y	N	[101, 102]	
SAP Real-Time Offer Management (Agent-Assisted Channel)	1,000	Customer Interactions	450	67		N/A	E	Ora,MS, MDB	Y	N	[101, 102, 704]	
SAP Real-Time Offer Management (Self-Service Channel)	1,000	Customer Interactions	225	134		N/A	E	Ora,MS, MDB	Y	N	[101, 102, 704]	
SAP Trade Promotion Optimization	100,000,000	Revenue	90,000	4	15,030,000	CRM	Y	All	Y	N	[102]	
SAP Defense MILSTRIP Purchasing	1	Fixed Fee	2,250,000	1		N/A	ERP	Y	All	Y	N	[102]
SAP Asset Retirement Obligation Management	10,000,000	Asset Retirement Obligation Cost Estimations	22,500	45		N/A	ERP	Y	All	Y	N	[102]

**GSA PRICE LIST**  
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Price List Item	Sales Unit		Price/Sales Unit (USD)	Min. Blocks	Max. Price (USD)	PRE	SAV	DB	DSC	TP	Remarks	
	in blocks of	Metrics										
SAP Solution Sales Configuration, option for high volume sales	100,000	Items per Configuration	30,000	25	3,000,000	CRM	Y	All		Y	N	[102]
SAP Solution Sales Configuration, option for complex solutions	100,000	Items per Configuration	75,000	25	7,500,000	7011090	Y	All		Y	N	[102]
<b>Generic Products</b>												
SAP Test Data Migration Server	1	300 GB Database Size	33,750	1	N/A	SAP	Y	All		Y	N	
SAP Contract Lifecycle Management (SAP CLM)	500	Contracts	45,000	1	N/A	E		Ora, DB2		Y	N	[202]
SAP Knowledge Accelerator for ERP: Accounts Payable	1	User	110	100	N/A	N	None			Y	N	
SAP Knowledge Accelerator for ERP: Accounts Receivable	1	User	110	100	N/A	N	None			Y	N	
SAP Knowledge Accelerator for ERP: Management Accounting	1	User	110	100	N/A	N	None			Y	N	
SAP Knowledge Accelerator for ERP: Human Capital Management	1	User	110	100	N/A	N	None			Y	N	
SAP Knowledge Accelerator for ERP: Sales Order Processing	1	User	110	100	N/A	N	None			Y	N	
SAP Knowledge Accelerator for ERP: Purchasing	1	User	110	100	N/A	N	None			Y	N	
SAP Knowledge Accelerator for ERP: Navigation	1	User	110	100	N/A	N	None			Y	N	
SAP Knowledge Accelerator for ERP: User Tips and Tricks	1	User	110	100	N/A	N	None			Y	N	
SAP Knowledge Accelerator for ERP: Cross-Application Time Sheet	1	User	110	100	N/A	N	None			Y	N	
SAP Knowledge Accelerator Bundle for ERP	1	User	600	1	N/A	N	None			Y	N	
SAP Knowledge Accelerator for CRM: Sales	1	User	110	50	N/A	N	None			Y	N	
SAP Knowledge Accelerator for CRM: Service	1	User	110	50	N/A	N	None			Y	N	
SAP Knowledge Accelerator for CRM: Marketing	1	User	110	50	N/A	N	None			Y	N	
SAP Landscape Transformation, basic	1	1.5 TB Accumulated Database Size	67,500	1	N/A	SAP	Y	All		Y	N	
SAP Landscape Transformation, organizational change	1	1.5 TB Accumulated Database Size	67,500	1	N/A	7010685	Y	All		Y	N	
SAP Landscape Transformation, value chain harmonization	1	1.5 TB Accumulated Database Size	67,500	1	N/A	7010685	Y	All		Y	N	
SAP Landscape Transformation, consolidation	1	1.5 TB Accumulated Database Size	67,500	1	N/A	7010685	Y	All		Y	N	
<b>Industry Portfolios</b>												
* Manufacturing Industries - Aerospace and Defense (A&D)												
SAP Aftermarket Service Management for A&D	1,000	Service Requests and Warranty Claims	1,050	100	N/A		Y	All		Y	N	
* Manufacturing Industries - Automotive (Auto)												
SAP Lean Manufacturing for Auto, first 50 units	1	Location w. Lean Manufacturing Scenario	15,000	2	750,000	ERP	Y	All		Y	N	
SAP Lean Manufacturing for Auto, above 50 units	1	Location w. Lean Manufacturing Scenario	2,250	1	N/A		Y	All		Y	N	
SAP Sequenced Manufacturing for Auto	50,000	Finished Products	525,000	1	N/A	ERP	Y	All		Y	N	
SAP Vehicle Management for Auto	30,000	Vehicles	90,000	1	N/A	ERP	Y	All		Y	N	
SAP Aftersales Support for Auto	1,000	Service Requests and Warranty Claims	1,050	100	N/A		Y	All		Y	N	
SAP Backorder Processing for Auto	100	Backorder	375	1,000	N/A	7009073	Y	All		Y	N	
* Manufacturing Industries - Chemicals (Chem)												
SAP Commodity and Bulk Logistics for Chem	10,000	Tonnage Produced	1,050,000	1	N/A	ERP	Y	All		Y	N	
* Manufacturing Industries - Consumer Products (CP)												
SAP New Product Development and Introduction for CP	25,000,000	Portfolio Budget	97,500	1	N/A	ERP	Y	All		Y	N	
SAP Account and Trade Promotion Management for CP	100,000,000	Revenue	225,000	1	N/A		Y	All		Y	N	[201]
SAP Apparel and Footwear Sales for CP	100,000,000	Revenue	37,500	1	N/A	ERP	Y	All		Y	N	
SAP Bulk Transportation for Consumer Products	500,000	Dead Weight Tons per month	750,000	1	N/A	ERP	Y	All		Y	N	
* Manufacturing Industries - Engineering, Construction & Operations (EC&O)												
SAP Equipment and Tools Management for EC&O	10,000	Equipment Items	75,000	1	N/A	ERP	Y	All		Y	N	
SAP Joint Ventures Accounting for EC&O	50	Joint Ventures	75,000	1	N/A	ERP	Y	All		Y	N	
* Manufacturing Industries - High Tech (HT)												
SAP Resale Tracking Engine for HT	1,000	POS Transactions	600	250	N/A	CRM	Y	All		Y	N	
SAP Charging and Billing for High Tech	6,000,000	Annual Revenue and Expenses	144,000	5	144,000,000	SAP	Y	All		Y	N	[102]
SAP Intellectual Property License Sales for HT	1,000,000	License Revenue	10,500	1	N/A	ERP	Y	All		Y	N	
SAP Intellectual Property Rights Acquisition for HT	1,000,000	Rights Spend	10,500	1	N/A	ERP	Y	All		Y	N	
* Manufacturing Industries - Industrial Machinery & Components (IM&C)												
SAP Service Operation, Planning and Execution for IM&C	1,000	Service Inquiries	1,125	20	N/A		Y	All		Y	N	
* Manufacturing Industries - Mining (Min)												
SAP Bulk Transportation for Min	50,000	Production Tons	1,200	375	N/A	ERP	Y	All		Y	N	
SAP Non-Bulk Transportation for Min	25,000	Production Tons	32,250	14	N/A	ERP	Y	All		Y	N	
SAP Contract to Cash for Min	1	Commodities Sold	187,500	2	N/A		Y	All		Y	N	
* Manufacturing Industries - Oil & Gas (O&G)												
SAP Upstream Contracts Management for O&G	25,000	BOEPD Produced	150,000	1	N/A	ERP	Y	All		Y	N	[102]
SAP Upstream Production Management for O&G, US production	25,000	BOEPD Produced in USA	225,000	1	N/A	ERP	Y	All		Y	N	
SAP Upstream Production Management for O&G, International production	25,000	BOEPD Produced Outside USA	150,000	1	N/A	ERP	Y	All		Y	N	
SAP Secondary Distribution for O&G	1	OGSD User	3,000	4	N/A	ERP	Y	All		Y	N	
SAP Supply Chain Management for O&G	25,000	BOEPD Scheduled/Planned	300,000	1	N/A	ERP	Y	All		Y	N	
SAP Downstream Sales & Logistics for O&G	25,000	BOEPD Sold	187,500	1	N/A	ERP	Y	All		Y	N	
SAP Remote Logistics Management for O&G	1	Base & Remote location	60,000	1	N/A	ERP	Y	All		Y	N	
* Trading Industries - Retail (Retail)												
SAP Merchandising for Retail, first 5000 sales units	1,000,000	Revenue	1,500	1	7,500,000	ERP	Y	All		Y	N	
SAP Merchandising for Retail, above 5000 sales units	1,000,000	Revenue	300	1	N/A		Y	All		Y	N	
Connection Package for Merchandise and Assortment Planning	1,000,000	Revenue	75	1	N/A	7009506	Y	All		Y	N	
SAP Planning for Retail	1,000,000	Revenue	300	1	N/A	ERP	Y	All		Y	N	
SAP Forecasting and Replenishment for Retail	1,000,000	Revenue	1,500	50	N/A	ERP	E	All except ASE		Y	N	
SAP POS Data Management for Retail	1,000,000	Revenue	375	1	N/A	ERP	Y	All		Y	N	
SAP POS Services (Add-on) for Retail	1	Device	300	200	N/A	E	MS			Y	N	
SAP POS Loss Prevention Analytics for Retail	1,000,000	Revenue	188	1	N/A	7009243	Y	All		Y	N	
SAP Price Optimization for Retail	1,000,000	Revenue	788	1	N/A		E	Ora		Y	N	
SAP Promotion Management for Retail	1,000,000	Revenue	525	1,000	N/A		Y	All		Y	N	
SAP Markdown Optimization for Retail	1,000,000	Revenue	788	1	N/A		E	Ora		Y	N	
* Trading Industries - Wholesale Distribution (WD)												
SAP Merchandising for WD, first 5000 units	1,000,000	Revenue	1,500	1	7,500,000	ERP	Y	All		Y	N	
SAP Merchandising for WD, above 5000 units	1,000,000	Revenue	300	1	N/A		Y	All		Y	N	
* Service Industries - Media (Media)												
SAP Advertising Sales for Media	10,000,000	Ad Sales Value	9,000	1	N/A	ERP	Y	All		Y	N	
SAP Classified Advertising for Media	10,000	Classified Ads	7,500	1	N/A	7009325	Y	All		Y	N	
SAP Product Sales and Distribution for Media	10,000,000	Sales Value	9,000	1	N/A	ERP	Y	All		Y	N	
SAP Intellectual Property License Sales for Media	1,000,000	License Revenue	10,500	1	N/A	ERP	Y	All		Y	N	
SAP Intellectual Property Rights Acquisition for Media	1,000,000	Rights Spend	10,500	1	N/A	ERP	Y	All		Y	N	
* Service Industries - Professional Services (Prof. Serv.)												
SAP Strategy & Planning for Prof. Serv.	1	Employees	150	250	N/A	ERP	Y	All		Y	N	
SAP Resource Management for Prof. Serv.	1	Employees	240	150	N/A	ERP	Y	All		Y	N	
SAP Business & IT Service Management for Prof. Serv.	1,000	Service Inquiries	375	100	N/A		Y	All		Y	N	
SAP Subcontractor Management for Prof. Serv.	1,000,000	Spend Volumes	1,500	1	N/A		Y	All		Y	N	[201]
* Service Industries - Telecommunications (TC)												
SAP Sales and Order Management for postpaid TC	100,000	Subscriptions	60,000	1	N/A		Y	All		Y	N	
SAP Sales and Order Management for prepaid TC	100,000	Subscriptions	15,000	4	N/A		Y	All		Y	N	
SAP Dealer Management for TC	1	Units of POS	1,125	1	N/A	ERP	Y	All		Y	N	[205]
SAP Billing for TC	50,000,000	Annual Revenue and Expenses	300,000	2	120,000,000	E	MS, Ora			Y	N	[102]

**GSA PRICE LIST**  
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Price List Item	Sales Unit		Price/Sales Unit (USD)	Min. Blocks	Max. Price (USD)	PRE	SAV	DB	DSC	TP	Remarks
	in blocks of	Metrics									
SAP Customer Financials Management for TC	1,000	Contract Account	2,338	100		N/A	ERP	Y	All		Y N
SAP Convergent Invoicing for TC	1,000	Contract Account	1,200	100		N/A	ERP	Y	All		Y N
SAP Convergent Charging for prepaid TC	100,000	Transactions per Day	15,000	5	90,000,000		E		MS, Ora		Y N [102]
SAP Convergent Charging for postpaid TC	100,000	Transactions per Day	60,000	5	90,000,000		E		MS, Ora		Y N [102]
<b>* Service Industries - Transportation &amp; Logistics (T&amp;L)</b>											
SAP Business Planning for T&L	25,000,000	Portfolio Budget	97,500	1		N/A	ERP	Y	All		Y N
SAP Ext. Maintenance Planning for T&L	1	Maintenance Object	10,500	20		N/A	ERP	Y	All		Y N
SAP Spec 2000 for T&L	50,000	Spare Parts Material Master Records	150,000	1		N/A	ERP	Y	All		Y N
<b>* Service Industries - Utilities (Util)</b>											
SAP Customer Relationship Management and Billing for Util	1,000	Active Contracts	3,000	10		N/A	ERP	Y	All		Y N
SAP Customer Financial Management for Util	1,000	Contract Account	3,750	10		N/A	ERP	Y	All		Y N
SAP Collaborative Services Management for Util	1,000	PoDs	1,500	10		N/A	ERP	Y	All		Y N
SAP AMI Integration for Util	1,000	PODs with advanced active meter assigned	3,000	10		N/A	7009389	Y	All		Y N
SAP AMI Integration for Water Util	1,000	PODs with advanced active meter assigned	1,500	10		N/A	7009390	Y	All		Y N
SAP Energy Data Management for Wholesale Util	1,000	PoDs	2,250	100		N/A	ERP	Y	All		Y N
SAP Meter Data Management for Wholesale Water Util	1,000	PoDs	1,125	100		N/A	ERP	Y	All		Y N
SAP Customer Financial Management for Wholesale Util	1,000	Contract Account	3,750	100		N/A	ERP	Y	All		Y N
SAP Collaborative Services Management for Wholesale Util	1,000	PoDs	1,500	100		N/A	ERP	Y	All		Y N
SAP AMI Integration for Wholesale Util	1,000	PODs with advanced active meter assigned	3,000	100		N/A	7009379	Y	All		Y N
SAP AMI Integration for Wholesale Water Util	1,000	PODs with advanced active meter assigned	1,500	100		N/A	7009380	Y	All		Y N
SAP Logistics for Waste and Recycling	1	Number of Ltd. Prof. Users and Professional Users	1,200	1		N/A	ERP	Y	All		Y N
SAP Treatment and Disposal for Waste and Recycling	1	Number of Ltd. Prof. Users and Professional Users	525	1		N/A	ERP	Y	All		Y N
SAP Energy Data Management for Util	1,000	PoDs	2,250	10		N/A	ERP	Y	All		Y N
SAP Meter Data Management for Water Util	1,000	PoDs	1,125	10		N/A	ERP	Y	All		Y N
SAP Customer Relationship Management and Billing for Wholesale Util	1,000	Active Contracts	3,000	100		N/A	ERP	Y	All		Y N
SAP Fuel Supply Chain Management for Util	1	Gigawatt (GW) installed capacity	210,000	1		N/A	ERP	Y	All		Y N
SAP Municipal Billing for Waste and Recycling	1	Active Contracts	2	1		N/A	ERP	Y	All		Y N
SAP Customer Financial Management for Waste and Recycling	10,000	Contract Account	15,000	1		N/A	ERP	Y	All		Y N
<b>* Public Services - Public Sector (PS)</b>											
SAP Social Services Management for PS	1,000,000	Public Sector Budget	405	1		N/A	ERP	Y	All		Y N [102]
SAP Constituent Services for PS	50,000	Business Partner	75,000	1		N/A	ERP	Y	All		Y N [102]
SAP Payroll Processing for Non-profit Organizations	500	Master Records	11,250	1		N/A	ERP	Y	All		Y N
SAP Payment Processing for PS	50,000	Business Partner	75,000	1		N/A	ERP	Y	All		Y N
SAP Investigative Case Management for PS	1	Cases per year	8	1		N/A	ERP	Y	All		Y N
SAP Emergency Management for PS	50	Full-time Equivalent (FTE)	7,500	1		N/A	ERP	Y	All		Y N
SAP Procurement for PS	1,000,000	Public Sector Spend Budget	1,800	1		N/A	ERP	Y	All		Y N [201]
SAP Electronic Toll Collection for PS, SAP Customer Interaction Center	50,000	Active Registered License Plates (over 12 months)	67,500	1		N/A	ERP	Y	All		Y N
SAP Electronic Toll Collection for PS, SAP ERP Billing	100,000	Average Processed Transactions/Trips per day	45,000	1		N/A	ERP	Y	All		Y N [102]
SAP Convergent Charging, version for toll collection	100,000	Trips/vehicle related services	75,000	1		N/A	ERP	E	MS, Ora		Y N [102]
SAP Tax and Revenue Management for PS	50,000	Business Partner	150,000	1		N/A	ERP	Y	All		Y N [102]
<b>* Public Services - Defense &amp; Security (D&amp;S)</b>											
SAP Force Generation for D&S	1	Weighted Size of Organization in FTE	450	1		N/A	ERP	Y	All		Y N
SAP Force Deployment for D&S	1	Weighted Size of Organization in FTE	150	1		N/A	ERP	Y	All		Y N
<b>* Public Services - Health Care (HC)</b>											
SAP Patient Management for HC	10,000	Patients treated in Year	10,500	1		N/A	ERP	Y	All		Y N
SAP Supplier Relationship Management & Logistics for HC	10,000	Patients treated in Year	5,250	1		N/A	ERP	Y	All		Y N [201]
SAP Ambulatory Care Management for HC	10,000	Outpatient Days in Year	10,500	1		N/A	ERP	Y	All		Y N
<b>* Public Services - Higher Education &amp; Research (HER)</b>											
SAP Educational Services for HER	1	Full Time Registered Students or Equivalents	23	1		N/A	ERP	Y	All		Y N [703]
<b>* Public Services - Postal Services (Postal)</b>											
SAP Network Planning for Postal	1	Location	30,000	1		N/A	ERP	Y	All		Y N
SAP Distribution Monitoring for Postal	1,000,000	Events	37,500	2		N/A	ERP	Y	All		Y N [102]
SAP Bill-to-Cash Management for Postal	1,000	Contract Account	1,500	1		N/A	ERP	Y	All		Y N
SAP Bill-to-Cash Management for Postal, option for convergent invoicing	1,000	Contract Account	1,500	1		N/A	ERP	Y	All		Y N
<b>* Financial Services - Banking (Bank)</b>											
SAP Loans Mgmt for Bank Suite Edition, Micro Loans	1,000	Micro Loans	4,500	100		N/A	ERP	Y	All		Y N [206]
SAP Loans Mgmt for Bank Suite Edition, Retail Loans	1,000	Retail Loans	10,500	30		N/A	ERP	Y	All		Y N [206]
SAP Loans Mgmt for Bank Suite Edition, Private Bank, Cmpb/Individual, SME Loans	1,000	Private Bank, Complex Individual, SME Loans	31,500	10		N/A	ERP	Y	All		Y N [206]
SAP Loans Mgmt for Bank Suite Edition, Corporate Loans	1,000	Corporate Loans	135,000	3		N/A	ERP	Y	All		Y N [206]
SAP Loans Mgmt for Bank Suite Edition, High Value Loans	100	High Value Loans	90,000	5		N/A	ERP	Y	All		Y N [206]
SAP Loans Mgmt for Bank, Micro Loans	1,000	Micro Loans	3,750	200		N/A	ERP	Y	All		Y N [206]
SAP Loans Mgmt for Bank, Retail Loans	1,000	Retail Loans	9,000	100		N/A	ERP	Y	All		Y N [206]
SAP Loans Mgmt for Bank, Private Bank, Complex Individual, SME Loans	1,000	Private Bank, Complex Individual, SME Loans	27,000	100		N/A	ERP	Y	All		Y N [206]
SAP Loans Mgmt for Bank, Corporate Loans	1,000	Corporate Loans	120,000	5		N/A	ERP	Y	All		Y N [206]
SAP Loans Mgmt for Bank, High Value Loans	100	High Value Loans	82,500	10		N/A	ERP	Y	All		Y N [206]
SAP Leasing for Bank, very small tickets	10,000	Very Small Tickets	45,000	15		N/A	ERP	Y	All		Y N [206]
SAP Leasing for Bank, small tickets	2,000	Small Tickets	54,000	7		N/A	ERP	Y	All		Y N [206]
SAP Leasing for Bank, medium tickets	1,000	Medium Tickets	45,000	8		N/A	ERP	Y	All		Y N [206]
SAP Leasing for Bank, big tickets	200	Big Tickets	45,000	8		N/A	ERP	Y	All		Y N [206]
SAP Leasing for Bank, very big tickets	100	Very Big Tickets	45,000	8		N/A	ERP	Y	All		Y N [206]
SAP Lease Accounting Engine for Bank, very small	10,000	Very Small Tickets	31,500	6		N/A	ERP	Y	All		Y N [206]
SAP Lease Accounting Engine for Bank, small	2,000	Small Tickets	37,500	6		N/A	ERP	Y	All		Y N [206]
SAP Lease Accounting Engine for Bank, medium	1,000	Medium Tickets	31,500	7		N/A	ERP	Y	All		Y N [206]
SAP Lease Accounting Engine for Bank, big	200	Big Tickets	31,500	8		N/A	ERP	Y	All		Y N [206]
SAP Lease Accounting Engine for Bank, very big	100	Very Big Tickets	31,500	8		N/A	ERP	Y	All		Y N [206]
SAP Deposits Mgmt for Bank Suite Edition, Micro Saving Accounts	1,000	Micro Saving Accounts	2,250	500		N/A	ERP	Y	All		Y N [206]
SAP Deposits Mgmt for Bank Suite Edition, Retail Accounts	1,000	Retail Accounts	11,250	30		N/A	ERP	Y	All		Y N [206]
SAP Deposits Mgmt for Bank Suite Edition, Private Banking / SME Accounts	1,000	Private Banking / SME Accounts	37,500	8		N/A	ERP	Y	All		Y N [206]
SAP Deposits Mgmt for Bank Suite Edition, Corporate Accounts	1,000	Corporate Accounts	105,000	15		N/A	ERP	Y	All		Y N [206]
SAP Deposits Mgmt for Banking, Micro Saving Accounts	1,000	Micro Saving Accounts	3,000	500		N/A	ERP	Y	All		Y N [206]
SAP Deposits Mgmt for Banking, Retail Accounts	1,000	Retail Accounts	6,000	75		N/A	ERP	Y	All		Y N [206]
SAP Deposits Mgmt for Banking, Private Banking / SME Accounts	1,000	Private Banking / SME Accounts	37,500	18		N/A	ERP	Y	All		Y N [206]
SAP Deposits Mgmt for Banking, Corporate Accounts	1,000	Corporate Accounts	120,000	7		N/A	ERP	Y	All		Y N [206]

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	in blocks of	Metrics											
SAP Collateral Mgmt for Banking Suite Edition, Secured Micro Loans	1,000	Secured Micro Loans	1,500	100		N/A	ERP	Y	All		Y	N	[206]
SAP Collateral Mgmt for Banking Suite Edition, Secured Retail Receivables	1,000	Secured Retail Receivables	3,000	100		N/A	ERP	Y	All		Y	N	[206]
SAP Collateral Mgmt for Banking Suite Edition, Secured Private Banking, Cmplx Individual, SME Receivables	1,000	Secured Private Banking, Complex Individual, SME Receivables	6,000	10		N/A	ERP	Y	All		Y	N	[206]
SAP Collateral Mgmt for Banking Suite Edition, Secured Corporate Receivables	100	Secured Corporate Receivables	2,400	30		N/A	ERP	Y	All		Y	N	[206]
SAP Collateral Mgmt for Banking, Secured Micro Loans	1,000	Secured Micro Loans	1,500	200		N/A	ERP	Y	All		Y	N	[206]
SAP Collateral Mgmt for Banking, Secured Retail Receivables	1,000	Secured Retail Receivables	3,000	100		N/A	ERP	Y	All		Y	N	[206]
SAP Collateral Mgmt for Banking, Secured Private Banking, Cmplx Individual, SME Receivables	1,000	Secured Private Banking, Complex Individual, SME Receivables	6,000	100		N/A	ERP	Y	All		Y	N	[206]
SAP Collateral Mgmt for Banking, Secured Corporate Receivables	100	Secured Corporate Receivables	2,400	50		N/A	ERP	Y	All		Y	N	[206]
SAP Marketing, Sales and Service for Banking, Retail Customers	1,000	Retail Customers	1,500	300		N/A		Y	All		Y	N	
SAP Marketing, Sales and Service for Banking, Corporate Customers	100	Corporate Customers	3,000	150		N/A		Y	All		Y	N	
SAP Incentive and Commission Mgmt for Banking	1	Banking Commission Receipt	900	100		N/A	ERP	Y	All		Y	N	[206]
SAP Financial Database for Banking	1,000	Objects	600	750		N/A		Y	All		Y	N	[206]
SAP Basel II, Accounts first 1000 units	1,000	Accounts	3,000	15	3,000,000			Y	All		Y	N	[206]
SAP Basel II, Accounts above 1000 units	1,000	Accounts	480	1	N/A			Y	All		Y	N	[206]
SAP Basel II, Derivatives first 1000 units	50	Derivatives	1,800	10	1,800,000			Y	All		Y	N	[206]
SAP Basel II, Derivatives above 1000 units	50	Derivatives	600	1	N/A			Y	All		Y	N	[206]
SAP Basel II, P/C/S Cashflow Based first 1000 units	1,000	P/C/S Cashflow Based	12,000	10	12,000,000			Y	All		Y	N	[206]
SAP Basel II, P/C/S Cashflow Based above 1000 units	1,000	P/C/S Cashflow Based	2,400	1	N/A			Y	All		Y	N	[206]
SAP Basel II, Retail Cashflow Based first 1000 units	1,000	Retail Cashflow Based	3,000	10	3,000,000			Y	All		Y	N	[206]
SAP Basel II, Retail Cashflow Based above 1000 units	1,000	Retail Cashflow Based	480	1	N/A			Y	All		Y	N	[206]
SAP Acc. f Fin. Instr. f Bank, Accounts, first 1000 units	1,000	Accounts	3,750	10	3,750,000			Y	All		Y	N	[206]
SAP Acc. f Fin. Instr. f Bank, Accounts, above 1000 units	1,000	Accounts	600	1	N/A			Y	All		Y	N	[206]
SAP Acc. f Fin. Instr. f Bank, Derivatives, first 1000 units	50	Derivatives	2,250	8	2,250,000			Y	All		Y	N	[206]
SAP Acc. f Fin. Instr. f Bank, Derivatives, above 1000 units	50	Derivatives	750	1	N/A			Y	All		Y	N	[206]
SAP Acc. f Fin. Instr. f Bank, P/C/S CF Based first 1000 units	1,000	P/C/S Cashflow Based	15,000	8	15,000,000			Y	All		Y	N	[206]
SAP Acc. f Fin. Instr. f Bank, P/C/S CF Based above 1000 units	1,000	P/C/S Cashflow Based	3,000	1	N/A			Y	All		Y	N	[206]
SAP Acc. f Fin. Instr. f Bank, Retail CF Based first 1000 units	1,000	Retail Cashflow Based	3,750	8	3,750,000			Y	All		Y	N	[206]
SAP Acc. f Fin. Instr. f Bank, Retail CF Based above 1000 units	1,000	Retail Cashflow Based	600	1	N/A			Y	All		Y	N	[206]
SAP Hedge Mgmt f Bank, Accounts first 1000 units	1,000	Accounts	375	30	375,000			Y	All		Y	N	[206]
SAP Hedge Mgmt f Bank, Accounts above 1000 units	1,000	Accounts	60	1	N/A			Y	All		Y	N	[206]
SAP Hedge Mgmt f Bank, Derivatives first 1000 units	50	Derivatives	225	15	225,000			Y	All		Y	N	[206]
SAP Hedge Mgmt f Bank, Derivatives above 1000 units	50	Derivatives	75	1	N/A			Y	All		Y	N	[206]
SAP Hedge Mgmt f Bank, P/C/S CF Based first 1000 units	1,000	P/C/S Cashflow Based	1,500	20	1,500,000			Y	All		Y	N	[206]
SAP Hedge Mgmt f Bank, P/C/S CF Based above 1000 units	1,000	P/C/S Cashflow Based	300	1	N/A			Y	All		Y	N	[206]
SAP Hedge Mgmt f Bank, Retail CF Based first 1000 units	1,000	Retail Cashflow Based	375	20	375,000			Y	All		Y	N	[206]
SAP Hedge Mgmt f Bank, Retail CF Based above 1000 units	1,000	Retail Cashflow Based	60	1	N/A			Y	All		Y	N	[206]
SAP Price Opt. f Bank, Home Equity Products first 1000 units	500	Home Equity Products	3,750	50	3,750,000			Y	All		Y	N	[206]
SAP Price Opt. f Bank, Home Equity Products above 1000 units	500	Home Equity Products	3,000	1	N/A			Y	All		Y	N	[206]
SAP Price Opt. f Bank, Mortgages first 1000 units	500	Mortgages	4,500	50	4,500,000			Y	All		Y	N	[206]
SAP Price Opt. f Bank, Mortgages above 1000 units	500	Mortgages	3,750	1	N/A			Y	All		Y	N	[206]
SAP Price Opt. f Bank, Bank Cards first 1000 units	500	Bank Cards	3,000	50	3,000,000			Y	All		Y	N	[206]
SAP Price Opt. f Bank, Bank Cards above 1000 units	500	Bank Cards	2,550	1	N/A			Y	All		Y	N	[206]
SAP Price Opt. f Bank, Deposits first 1000 units	500	Deposits	1,500	100	1,500,000			Y	All		Y	N	[206]
SAP Price Opt. f Bank, Deposits above 1000 units	500	Deposits	1,200	1	N/A			Y	All		Y	N	[206]
SAP Price Opt. f Bank, Consumer Loans first 1000 units	500	Consumer Loans	2,250	50	2,250,000			Y	All		Y	N	[206]
SAP Price Opt. f Bank, Consumer Loans above 1000 units	500	Consumer Loans	1,950	1	N/A			Y	All		Y	N	[206]
SAP Limit Manager for Bank, first 1000 units	1,000	Limit Sets	2,250	130	2,250,000			Y	All		Y	N	[206]
SAP Limit Manager for Bank, above 1000 units	1,000	Limit Sets	600	1	N/A			Y	All		Y	N	[206]
SAP Prof. Anly & Mgmt Acc. f Bank, Accounts first 1000 units	1,000	Accounts	2,250	20	2,250,000			Y	All		Y	N	[206]
SAP Prof. Anly & Mgmt Acc. f Bank, Accounts above 1000 units	1,000	Accounts	360	1	N/A			Y	All		Y	N	[206]
SAP Prof. Anly & Mgmt Acc. f Bank, Derivatives first 1000 units	50	Derivatives	1,350	12	1,350,000			Y	All		Y	N	[206]
SAP Prof. Anly & Mgmt Acc. f Bank, Derivatives above 1000 units	50	Derivatives	450	1	N/A			Y	All		Y	N	[206]
SAP Prof. Anly & Mgmt Acc. f Bank, P/C/S CF Based first 1000 units	1,000	P/C/S Cashflow Based	9,000	12	9,000,000			Y	All		Y	N	[206]
SAP Prof. Anly & Mgmt Acc. f Bank, P/C/S CF Based above 1000 units	1,000	P/C/S Cashflow Based	1,800	1	N/A			Y	All		Y	N	[206]
SAP Prof. Anly & Mgmt Acc. f Bank, Retail CF Based first 1000 units	1,000	Retail Cashflow Based	2,250	12	2,250,000			Y	All		Y	N	[206]
SAP Prof. Anly & Mgmt Acc. f Bank, Retail CF Based above 1000 units	1,000	Retail Cashflow Based	360	1	N/A			Y	All		Y	N	[206]
SAP Currency Management and Optimization for Bank	1	Cash Control Point	375	400		N/A		Y	All		Y	N	[206]
SAP Credit Risk Portfolio Mgmt, Accounts first 1000 units	1,000	Accounts	1,200	30	1,200,000			Y	All		Y	N	[206]
SAP Credit Risk Portfolio Mgmt, Accounts above 1000 units	1,000	Accounts	192	1	N/A			Y	All		Y	N	[206]
SAP Credit Risk Portfolio Mgmt, Derivatives first 1000 units	50	Derivatives	720	25	720,000			Y	All		Y	N	[206]
SAP Credit Risk Portfolio Mgmt, Derivatives above 1000 units	50	Derivatives	240	1	N/A			Y	All		Y	N	[206]
SAP Credit Risk Portfolio Mgmt, P/C/S CF Based, first 1000 units	1,000	P/C/S Cashflow Based	4,800	25	4,800,000			Y	All		Y	N	[206]
SAP Credit Risk Portfolio Mgmt, P/C/S CF Based above 1000 units	1,000	P/C/S Cashflow Based	960	1	N/A			Y	All		Y	N	[206]
SAP Credit Risk Portfolio Mgmt, Retail CF Based first 1000 units	1,000	Retail Cashflow Based	1,200	25	1,200,000			Y	All		Y	N	[206]
SAP Credit Risk Portfolio Mgmt, Retail CF Based above 1000 units	1,000	Retail Cashflow Based	192	1	N/A			Y	All		Y	N	[206]
SAP Charging and Billing for Banking	1,000,000	Annual Revenue and Expenses	15,000	20	90,000,000	ERP		Y	All		Y	N	[102]
SAP Interactive Credit Risk Anlys f Bank, Accounts first 1000 units	1,000	Accounts	750	15	750,000	7009451		Y	All		Y	N	[206]
SAP Interactive Credit Risk Anlys f Bank, Accounts above 1000 units	1,000	Accounts	120	1	N/A	7009451		Y	All		Y	N	[206]
SAP Interactive Credit Risk Anlys f Bank, Derivatives first 1000 units	50	Derivatives	450	10	450,000	7009452		Y	All		Y	N	[206]
SAP Interactive Credit Risk Anlys f Bank, Derivatives above 1000 units	50	Derivatives	150	1	N/A	7009452		Y	All		Y	N	[206]
SAP Interactive Credit Risk Anlys f Bank, P/C/S CF Based first 1000 units	1,000	P/C/S Cashflow Based	3,000	10	3,000,000	7009453		Y	All		Y	N	[206]
SAP Interactive Credit Risk Anlys f Bank, P/C/S CF Based above 1000 units	1,000	P/C/S Cashflow Based	600	1	N/A	7009453		Y	All		Y	N	[206]
SAP Interactive Credit Risk Anlys f Bank, Retail CF Based first 1000 units	1,000	Retail Cashflow Based	750	10	750,000	7009454		Y	All		Y	N	[206]
SAP Interactive Credit Risk Anlys f Bank, Retail CF Based above 1000 units	1,000	Retail Cashflow Based	120	1	N/A	7009454		Y	All		Y	N	[206]
Financial Services - Insurance (Ins)													
SAP Incentive and Commissions Management for Ins, first 1500 units	1,000,000	Gross Written Premium (GWP)	5,265	100	7,897,500	ERP		Y	All		Y	N	
SAP Incentive and Commissions Management for Ins, above 1500 units	1,000,000	Gross Written Premium (GWP)	2,550	1	N/A	ERP		Y	All		Y	N	
SAP Collections and Disbursements for Ins, first 1500 units	1,000,000	Gross Written Premium (GWP)	4,350	100	6,075,000	ERP		Y	All		Y	N	
SAP Collections and Disbursements for Ins, above 1500 units	1,000,000	Gross Written Premium (GWP)	2,250	1	N/A	ERP		Y	All		Y	N	



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Price List Item	Sales Unit		Price/Sales Unit (USD)	Min. Blocks	Max. Price (USD)	PRE	SAV	DB	DSC	TP	Remarks
	in blocks of	Metrics									
SAP Collection and Disbursements for Reinsurance for Ins, first 1500 units	1,000,000	Gross Written Premium (GWP)	1,418	100	2,127,000	ERP	Y	All	Y	N	
SAP Collection and Disbursements for Reinsurance for Ins, above 1500 units	1,000,000	Gross Written Premium (GWP)	810	1	N/A	ERP	Y	All	Y	N	
SAP Claims Management Property and Casualty for Ins, first 1500 units	1,000,000	Gross Written Premium (GWP)	8,100	50	12,150,000	ERP	Y	All	Y	N	
SAP Claims Management Property and Casualty for Ins, above 1500 units	1,000,000	Gross Written Premium (GWP)	5,250	1	N/A	ERP	Y	All	Y	N	
SAP Claims Management for Property&Casualty for Self Ins, first 5 units	1,000	Claims Cases	81,000	5	405,000	ERP	Y	All	Y	N	
SAP Claims Management for Property&Casualty for Self Ins, above 5 units	1,000	Claims Cases	27,000	1	N/A	ERP	Y	All	Y	N	
SAP Disbursements for Claims for Self Insurance, first 5 units	1,000	Claims Cases	20,250	5	101,250	ERP	Y	All	Y	N	
SAP Disbursements for Claims for Self Insurance, above 5 units	1,000	Claims Cases	6,900	1	N/A	ERP	Y	All	Y	N	
SAP Disbursements for Claims Management for Ins, first 1500 units	1,000,000	Gross Written Premium (GWP)	2,025	100	3,037,500	ERP	Y	All	Y	N	
SAP Disbursements for Claims Management for Ins, above 1500 units	1,000,000	Gross Written Premium (GWP)	1,170	1	N/A	ERP	Y	All	Y	N	
SAP Marketing for Ins, first 1500 units	1,000,000	Gross Written Premium (GWP)	675	100	1,012,500		Y	All	Y	N	
SAP Marketing for Ins, above 1500 units	1,000,000	Gross Written Premium (GWP)	405	1	N/A		Y	All	Y	N	
SAP Sales for Ins, first 1500 units	1,000,000	Gross Written Premium (GWP)	675	100	1,012,500		Y	All	Y	N	
SAP Sales for Ins, above 1500 units	1,000,000	Gross Written Premium (GWP)	405	1	N/A		Y	All	Y	N	
SAP Service for Ins, first 1500 units	1,000,000	Gross Written Premium (GWP)	675	100	1,012,500		Y	All	Y	N	
SAP Service for Ins, above 1500 units	1,000,000	Gross Written Premium (GWP)	405	1	N/A		Y	All	Y	N	
SAP Investment Management for Ins	500,000,000	Assets under Management	24,000	6	N/A	ERP	Y	All	Y	N	
SAP Investment Controlling for Ins	500,000,000	Assets under Management	24,000	6	N/A	ERP	Y	All	Y	N	
SAP Statutory Reporting for Ins	500,000,000	Assets under Management	12,000	6	N/A	ERP	Y	All	Y	N	
SAP Financial Customer Information Management for Ins, first 1500 units	1,000	Customer	1,200	350	1,800,000	ERP	Y	All	Y	N	[102]
SAP Financial Customer Information Management for Ins, above 1500 units	1,000	Customer	540	1	N/A	ERP	Y	All	Y	N	[102]
SAP Hedge Management for Ins	500,000,000	Assets under Management	13,500	6	N/A	ERP	Y	All	Y	N	
3rd Party Reselling											
SAP Central Process Scheduling by Redwood	1	Process Server	90,000	1	N/A	SAP	Y	All	Y	Y	[101]
SAP Talent Visualization by Netics, Talent Planning	1	User	4,500	1	N/A	SAP	E	All except ASE	Y	Y	[101]
SAP Org Visualization by Netics, Org Chart	1	User	15	1	N/A	SAP	E	All except ASE	Y	Y	[101]
SAP Organization Visualization by Netics, Org Planning	1	User	4,500	1	N/A	SAP	E	All except ASE	Y	Y	[101]
SAP Talent Visualization by Netics, Career Planning	1	User	15	1	N/A	SAP	E	All except ASE	Y	Y	[101]
SAP Talent Visualization by Netics, Talent Viewing	1	User	525	1	N/A	SAP	E	All except ASE	Y	Y	[101]
SAP Price and Margin Mgmt by Vendavo	500,000,000	Revenue	750,000	3	N/A	SAP	E	Ora, DB2	Y	Y	[101]
SAP Price and Margin Mgmt by Vendavo, pricing dashboard&analytics	500,000,000	Revenue	330,000	3	N/A	SAP	E	Ora, DB2	Y	Y	[101]
SAP Price and Margin Mgmt by Vendavo, deal pricing analysis	500,000,000	Revenue	150,000	3	N/A	7010749	E	Ora, DB2	Y	Y	[101]
SAP Price and Margin Mgmt by Vendavo, deal pricing optimization	500,000,000	Revenue	150,000	3	N/A	Mat	E	Ora, DB2	Y	Y	[101] Mat = 7010749, 7010750
SAP Paybacks and Chargebacks by Vistex	50,000,000	Revenue	37,500	3	6,750,000	SAP	Y	All	Y	Y	[101]
SAP Incentives Administration by Vistex	50,000,000	Revenue	37,500	3	6,750,000	SAP	Y	All	Y	Y	[101]
SAP Archiving by OpenText (Business Expert, Professional, Ltd. Prof)	1	Licensed User	525	100	N/A	SAP	E	Ora, MS	Y	Y	[101]
SAP Archiving by OpenText (Employee User, ESS User)	1	Licensed User	75	100	N/A	SAP	E	Ora, MS	Y	Y	[101]
SAP Document Access by OpenText (Business Expert, Professional, Ltd. Prof)	1	Licensed User	720	100	N/A	SAP	E	Ora, MS	Y	Y	[101]
SAP Document Access by OpenText (Employee User, ESS User)	1	Licensed User	75	100	N/A	SAP	E	Ora, MS	Y	Y	[101]
SAP Document Access by OpenText (POS Device)	1	Device	180	500	N/A	SAP	E	Ora, MS	Y	Y	[101]
SAP Invoice Management by OpenText	1,000	Invoice	1,125	100	N/A	SAP	Y	All	Y	Y	[101]
OCR option for SAP Invoice Management by OpenText	1,000	Invoice	900	100	N/A	7009554	Y	All	Y	Y	[101]
SAP Extended Enterprise Content Management by OpenText	1	User	3,150	100	N/A	SAP	E	Ora, MS	Y	Y	[101]
SAP Employee File Management by OpenText	1	Employee Files	75	1	N/A	SAP	E	Ora, MS	Y	Y	[101]
SAP Digital Asset Management by OpenText	50	User	150,000	1	N/A	SAP	E	Ora, MS	Y	Y	[101]
SAP Travel Receipts Management by OpenText	50	Travel Claims	900	25	N/A	SAP	E	Ora, MS	Y	Y	[101]
SAP Portal Content Management by OpenText, read-only	1	Portal User	240	100	N/A	EP	Y	Ora, MS	Y	Y	
SAP Portal Content Management by OpenText, document update rights	1	Portal User	660	100	N/A	7011668	Y	Ora, MS	Y	Y	
SAP Portal Site Management by OpenText	2,000	Portal User	300,000	1	N/A	7011668	Y	Ora, MS	Y	Y	
SAP Interactive Forms by Adobe, enable the enterprise	1	Licensed User	60	1	N/A	SAP	Y	All	Y	Y	[101, 102]
SAP Interactive Forms by Adobe, individual user	1	Licensed User	113	1	N/A	SAP	Y	All	Y	Y	[101, 102]
SAP Interactive Forms by Adobe, additional forms package	1	Licensed User	60	1	N/A	SAP	Y	All	Y	Y	[101, 102]
SAP Interactive Forms by Adobe, external users	100	User	8	1	N/A	SAP	Y	All	Y	Y	[101, 102]
SAP Productivity Pak by ANCILE	1	User	143	1	N/A	7009640	E	Ora, MS, DB2	Y	Y	[102, 701]
SAP Productivity Pak Help Launch Pad by ANCILE	1	User	15	1	N/A	7009639	Y	All	Y	Y	[102]
SAP Productivity Composer by ANCILE	1	User	113	1	N/A	7009642	N	N/A	Y	Y	[102]
SAP Productivity Composer Help Launch Pad by ANCILE - North America only	1	User	15	1	N/A	7009641	Y	All	Y	Y	[102]
SAP Business Designer by Software AG	1	User	10,800	5	N/A	Mat	E	Ora, MS, DB2	Y	Y	Mat=SAP*7011195
SAP Business Publisher by Software AG	50	User	14,250	1	N/A	SAP	E	MS	Y	Y	
SAP Enterprise Modeling by Software AG	1	User	25,000	1	N/A	SAP	E	Ora, MS, DB2	Y	Y	
SAP Business Process Optimization by Software AG	1	User	36,000	1	N/A	Mat	E	Ora, MS, DB2	Y	Y	Mat=SAP*7011195
SAP Process Performance Management by Software AG	1	Scenario	157,500	1	N/A	SAP	Y	All	Y	Y	[101]
SAP Dispatching & Planning - Longterm Planning by PROLOGA	1	Number of Ltd. Prof. Users and Professional Users	300	1	N/A	ERP	Y	All	Y	Y	[101]
SAP Dispatching & Planning - Operational Planning by PROLOGA	1	Number of Ltd. Prof. Users and Professional Users	450	1	N/A	ERP	Y	All	Y	Y	[101]
SAP Mobile Order Management by PROLOGA	1	Truck	1,350	1	N/A	ERP	Y	All	Y	Y	[101]
SAP Legal Requirements by PROLOGA	1	Number of Ltd. Prof. Users and Professional Users	450	1	N/A	ERP	Y	All	Y	Y	[101]
SAP Smart Meter Roll-Out by PROLOGA	50,000	PODs with advanced active meter assigned	11,250	1	N/A	ERP	Y	All	Y	Y	[101]
SAP User Experience Management by Knoa	1	Monitored User	257	250	N/A	SAP	E	Ora, MS	Y	Y	[101]
SAP Extended Diagnostics by CA Wily	1	CPU	12,750	1	N/A	SAP	N	N/A	Y	Y	[101]
SAP LoadRunner by HP, controller	1	Controller	150,000	1	N/A	Mat	N	N/A	Y	Y	[101], Mat = 7010160, 7010561
SAP LoadRunner by HP, 250 VU bundle	250	Virtual Users	255,000	1	N/A	7010161	N	N/A	Y	Y	[101]
SAP LoadRunner by HP, 1000 VU bundle	1,000	Virtual Users	675,000	1	N/A	7010161	N	N/A	Y	Y	[101]
SAP LoadRunner by HP, 100 VU starter edition	100	Virtual Users	240,000	1	N/A	SAP	N	N/A	Y	Y	[101], includes 1 controller
SAP LoadRunner by HP, performance center edition	250	Virtual Users	480,000	4	N/A	7010563	N	N/A	Y	Y	[101]
SAP LoadRunner by HP, performance center edition, controller	1	Controller	180,000	1	N/A	7010162	N	N/A	Y	Y	[101]



**GSA PRICE LIST**  
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Price List Item	Sales Unit		Price/Sales Unit (USD)	Min. Blocks	Max. Price (USD)	PRE	SAV	DB	DSC	TP	Remarks
	in blocks of	Metrics									
SAP LoadRunner by HP, performance center edition, non-diagnostics module	250	Virtual Users	468,000	4	N/A	7010563	N	N/A			
SAP Quality Center by HP, enterprise edition, bundle		1 Tester	85,500	3	N/A	SAP	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, enterprise edition, QuickTest Professional module	1	Tester	52,500	1	N/A	SAP	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, enterprise edition, Test Director module	1	Tester	21,000	1	N/A	7010568	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, enterprise edition, business process test module	1	Tester	16,500	1	N/A	7010568	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, enterprise edition, defect manager module	1	Tester	4,200	1	N/A	7010568	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, enterprise edition, requirements mgmt module	1	Tester	10,500	1	N/A	7010568	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, premier edition, bundle	1	Tester	97,500	3	N/A	SAP	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, premier edition, Test Director module	1	Tester	30,000	1	N/A	7010573	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, premier edition QuickTest Professional module	1	Tester	52,500	1	N/A	SAP	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, premier edition, business process test module	1	Tester	16,500	1	N/A	7010573	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, premier edition, defect manager module	1	Tester	4,200	1	N/A	7010573	E	MS, Ora	Y	Y	[101]
SAP Quality Center by HP, premier edition, requirements mgmt module	1	Tester	10,500	1	N/A	7010573	E	MS, Ora	Y	Y	[101]
DB2 Everywhere Database	1	Mobile user	45	1	N/A	SAP	N	N/A	N	Y	Mat=7011213, 7009502, 7009861
Sybase SQL Anywhere Database for Use with SAP POS for Retail	1	Device	90	1	N/A	7009245	N	N/A	N	Y	
MS SQL Standard Runtime for mobile clients	1	Mobile user	188	1	N/A	SAP	N	N/A	N	Y	
SAP interface to AutoCad	1	User	1,375	1	N/A	ERP	Y	All	N	Y	
SAP PLM interface to ProE	1	User	2,035	1	N/A	ERP	Y	All	N	Y	
SAP PLM interface to CATIA (V4)	1	User	2,145	1	N/A	ERP	Y	All	N	Y	
SAP PLM interface to CATIA (V5)	1	User	2,145	1	N/A	ERP	Y	All	N	Y	
SAP PLM interface to INX	1	User	2,035	1	N/A	ERP	Y	All	N	Y	
SAP PLM interface to SolidWorks	1	User	1,925	1	N/A	ERP	Y	All	N	Y	
SAP PLM interface to SolidEdge	1	User	1,925	1	N/A	ERP	Y	All	N	Y	
SAP PLM interface to Inventor	1	User	1,925	1	N/A	ERP	Y	All	N	Y	
SAP PLM interface to MicroStation	1	User	2,035	1	N/A	ERP	Y	All	N	Y	
SAP Data Maintenance for ERP by Vistex - Pricing	50,000,000	Revenue	18,750	3	6,750,000	ERP	Y	All	Y	Y	[101]
SAP Data Maintenance for ERP by Vistex - Resources	50,000,000	Revenue	18,750	3	6,750,000	ERP	Y	All	Y	Y	[101]
SAP Supply Chain Response Management by ICON-SCM	1,000,000	Cost of Goods Sold	1,800	42	N/A		E	MS, Ora	Y	Y	
SAP Document Presentation by OpenText	100,000	Output transactions per year	25,500	35	12,750,000	SAP	Y	MS, Ora	Y	Y	
SAP Application Visualization by IRise	1	Author	56,400	1	N/A		N	None	Y	Y	
SAP Application Visualization by IRise, add-on for SRM	1	Author	16,950	1	N/A		N	None	Y	Y	
SAP Application Visualization by IRise, add-on for general SAP solutions	1	Author	28,200	1	N/A		N	None	Y	Y	
SAP NetWeaver											
SAP NetWeaver Packages											
SAP NetWeaver Process Orchestration	1	CPU	108,000	2	N/A		Y	All	Y	N	[102, 301]
SAP NetWeaver Process Integration	1	CPU	108,000	1	N/A		Y	All	Y	N	[102, 301]
SAP NetWeaver adapter for AS2 (EDIINT) by Seeburger	1	GB per month	10,500	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for OFTP by Seeburger	1	GB per month	10,500	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for VAN by Seeburger	1	GB per month	10,500	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for Auto by Seeburger	1	GB per month	15,000	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for Chem by Seeburger	1	GB per month	15,000	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for CP by Seeburger	1	GB per month	15,000	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for High Tech by Seeburger	1	GB per month	15,000	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for Pharma by Seeburger	1	GB per month	15,000	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for Retail by Seeburger	1	GB per month	15,000	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for Generic EDI by Seeburger	1	GB per month	15,000	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for Cross Industry Payment by Seeburger	1	GB per month	15,000	5	N/A	Mat	Y	All	Y	Y	Mat=7011213, 7009502, 7009861
SAP NetWeaver adapter for Peoplesoft by iWay (portal edition)	1	Installation and connected system	45,000	1	N/A	EP	Y	All	Y	Y	
SAP NetWeaver adapter for Siebel by iWay (portal edition)	1	Installation and connected system	45,000	1	N/A	EP	Y	All	Y	Y	
SAP Business Package for RosettaNet	1	GB per month	27,000	1	N/A	Mat	Y	All	Y	N	Mat=7011213, 7009502, 7009861
SAP Business Package for CDIX	1	GB per month	27,000	1	N/A	Mat	Y	All	Y	N	Mat=7011213, 7009502, 7009861
SAP Business Package for SWIFT	1	Installation	75,000	1	N/A	Mat	Y	All	Y	N	Mat=7011213, 7009502, 7009861
SAP NetWeaver Business Process Management	1	CPU	60,000	2	N/A		Y	All	Y	N	[301]
SAP NetWeaver Business Rules Management	1	CPU	18,000	2	N/A		Y	All	Y	N	[301]
SAP NetWeaver OpenHub	1	Installation	375,000	1	N/A	BW	Y	All	Y	N	[102]
SAP NetWeaver BxBroadcaster	1	Recipients	60	300	N/A	BW	Y	All	Y	N	[102]
SAP NetWeaver Business Warehouse Accelerator	1	4 GB blade memory	18,750	4	N/A	Mat	N	N/A	Y	N	[102], Mat = BW, 7010582
SAP NetWeaver Enterprise Search	1	4 GB blade memory	18,750	4	N/A		Y	All	Y	N	[102]
External community members	1	External Community Member	23	300	N/A	SAP	Y	All	Y	N	
SAP NetWeaver Master Data Management, business partner data	5,000	Business Partner Objects	112,500	1	3,825,000		E	All except ASE	Y	N	[102]
SAP NetWeaver Master Data Management, consumer data	75,000	Consumer Objects	112,500	1	3,825,000		E	All except ASE	Y	N	[102]
SAP NetWeaver Master Data Management, product and other data	10,000	Product and Other Objects	112,500	1	3,825,000		E	All except ASE	Y	N	[102]
SAP NetWeaver Master Data Management, printing and PCM	12	Product in the Product Data Cache	12	20,000	3,000,000		E	All except ASE	Y	N	[102]
SAP NetWeaver Master Data Management, global data synchronization	1	Product in the Product Data Cache	8	30,000	3,200,000	ERP	E	All except ASE	Y	N	[102]
SAP Enterprise Master Data Management	5,000	Master Data Objects	150,000	1	15,000,000	ERP	E	All except ASE	Y	N	[102]
SAP NetWeaver Master Data Management, data quality option	5,000	Master Data Objects	37,500	1	1,500,000		E	All except ASE	Y	N	[102]
SAP NetWeaver Identity Management for employees	100	Internal User Identifiers	5,250	3	6,000,750		E	MS, Ora	Y	N	[102, 301]
SAP NetWeaver Identity Management for non-employees	300	External User Identifiers	1,350	1	5,999,400	7011192	E	MS, Ora	Y	N	[102, 301]
SAP NetWeaver Single Sign-On Internal User	100	Internal User Identifiers	5,250	3	6,000,750		Y	All	Y	N	[301]
SAP NetWeaver Single Sign-On External User	300	External User Identifiers	1,350	1	5,999,400	7011137	Y	All	Y	N	[301]
SAP NetWeaver Information Lifecycle Mgmt, retention management	1	Database Size in TB	75,000	1	N/A	ERP	Y	All	Y	N	

**GSA PRICE LIST**  
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Price List Item	Sales Unit		Price/Sales Unit (USD)	Min. Blocks	Max. Price (USD)	PRE	SAV	DB	DSC	TP	Remarks
	in blocks of	Metrics									
SAP NetWeaver Information Lifecycle Mgmt, system decommissioning	1	Decommissioned Systems	300,000	1	N/A	ERP	Y	All	Y	N	
SAP NetWeaver Landscape Virtualization Mgmt enterprise	10	LVM Instance	9,750	1	N/A		Y	All	Y	N	[301]
SAP NetWeaver Landscape Virtualization Mgmt enterprise, copy/refresh option	1	LVM Instance	97,500	1	N/A	7011511	Y	All	Y	N	[301]
SAP NetWeaver Folders Management	10	Records	6	750	15,000,000		Y	All	Y	N	[302]
Duet Enterprise	100	User	14,630	1	N/A	ERP	N	N/A	Y	N	[102]
SAP NetWeaver Gateway	75,000	Service Calls	450	1	N/A	NW	Y	All	Y	N	[301]
SAP NetWeaver Portal, enterprise workspaces	750	User	37,500	1	6,000,000		Y	All	Y	N	[102]
SAP NetWeaver Foundation for Third Party Applications											
SAP NetWeaver Foundation for Third Party Applications, CPU based	1	CPU	45,000	1	N/A		E	MDB, DB2	Y	N	[102, 301]
SAP NetWeaver Foundation for Third Party Applications, user based	1	User	675	120	N/A		E	MDB, DB2	Y	N	[102, 301]
SAP HANA											
SAP HANA, database edition for SAP BW, up to 10 units	1	64 GB memory	60,000	1	600,000		Y/N	All	N	N	
SAP HANA, database edition for SAP BW, 11 to 20 units	1	64 GB memory	50,000	11	1,000,000		Y/N	All	N	N	
SAP HANA, database edition for SAP BW, above 20 units	1	64 GB memory	40,000	21	N/A		Y/N	All	N	N	
SAP HANA, Platform Edition, up to 10 units	1	64 GB memory	128,000	1	1,280,000		Y/N	All	N	N	
SAP HANA, Platform Edition, 11-20 units	1	64 GB memory	120,000	11	2,400,000		Y/N	All	N	N	
SAP HANA, Platform Edition, 21-50 units	1	64 GB memory	112,000	21	5,600,000		Y/N	All	N	N	
SAP HANA, Platform Edition, 51-100 units	1	64 GB memory	104,000	51	10,400,000		Y/N	All	N	N	
SAP HANA, Platform Edition, 101-250 units	1	64 GB memory	96,000	101	24,000,000		Y/N	All	N	N	
SAP HANA, Platform Edition, above 250 units	1	64 GB memory	88,000	251	N/A		Y/N	All	N	N	
SAP HANA, Enterprise Edition, up to 10 units	1	64 GB memory	160,000	1	1,600,000		Y/N	All	N	N	
SAP HANA, Enterprise Edition, 11-20 units	1	64 GB memory	150,000	11	3,000,000		Y/N	All	N	N	
SAP HANA, Enterprise Edition, 21-50 units	1	64 GB memory	140,000	21	7,000,000		Y/N	All	N	N	
SAP HANA, Enterprise Edition, 51-100 units	1	64 GB memory	130,000	51	13,000,000		Y/N	All	N	N	
SAP HANA, Enterprise Edition, 101-250 units	1	64 GB memory	120,000	101	30,000,000		Y/N	All	N	N	
SAP HANA, Enterprise Edition, above 250 units	1	64 GB memory	110,000	251	N/A		Y/N	All	N	N	
Databases											
SAP MaxDB		SAV		5%	N/A	N/A	SAP	N	N/A	Y	N
Sybase ASE		SAV		8%	N/A	N/A	SAP	N	N/A	Y	N
MS SQL Server Enterprise Edition		SAV		8%	N/A	N/A	SAP	N	N/A	Y	Y
DB2 Enterprise Server Edition for Linux, Unix and Windows		SAV		8%	N/A	N/A	SAP	N	N/A	Y	Y
DB2 PureScale		SAV		2%	N/A	N/A	Mat	N	N/A	Y	Y
Oracle DB		SAV		15%	N/A	N/A	SAP	N	N/A	Y	Y
DB2 for z/OS		SAV		13%	N/A	N/A	SAP	N	N/A	Y	Y
Migration from Informix to DB2 Enterprise Edition for Linux, Unix, Windows		SAV		1%	N/A	N/A	SAP	N	N/A	Y	Y
Oracle Extended License Package		SAV		3%	N/A	N/A	7001156	N	Ora	Y	Y
DB2 for NW Found. 3rd party (Enterprise Server Edition for Linux, Unix, Windows)		SAV		8%	N/A	N/A	Mat	N	N/A	Y	Y
Support											
Support Offerings											
SAP Standard Support		Contract Price		18%	N/A	N/A	N/A	N	N/A	N	N
SAP Enterprise Support		Contract Price		22%	N/A	N/A	N/A	N	N/A	N	N
SAP Product Support for Large Enterprises		Contract Price		17%	N/A	N/A	N/A	N	N/A	N	N
SAP Solution Manager											
ProductivityPak adapter for SAP Solution Manager	1	Connected Systems	75,000	1	N/A	ERP	Y	All	Y	N	
SAP Test Acceleration and Optimization	1	Tester	18,000	1	N/A	Remarks	Y	All	Y	N	[102]
SAP Solution Manager adapter for SAP Quality Center by HP	1	Connected Systems	75,000	1	N/A	ERP	Y	All	Y	N	
Sybase Products											
Sybase Unified Platform Enterprise Developer	1	User	3,000	1	N/A	Mat	Y/N	None	Y	N	[102, 605, 606, 607, 608, 611] Mat=7011584
Sybase Mobile Sales Enterprise Integration for SAP CRM	1	User	600	1	N/A	Mat	Y/N	None	Y	N	[102, 605, 606, 607, 611] Mat=7011584
Sybase Mobile Workflow Enterprise Integration for SAP	1	User	420	1	N/A	Mat	Y/N	None	Y	N	[102, 605, 606, 607, 611] Mat=7011584
Ataria Handheld Device Management	1	User	300	1	N/A		Y/N	None	Y	N	[102, 605, 606, 607, 608, 611]
Ataria Laptop Management	1	User	375	1	N/A		Y/N	None	Y	N	[102, 605, 606, 607, 608, 611]
Sybase IQ Enterprise Edition	1	CPU	150,000	1	N/A		Y/N	None	Y	N	[102, 604, 607, 608]
Sybase IQ Enterprise Edition, Advanced Security Option	1	CPU	52,500	1	N/A	7010846	Y/N	None	Y	N	[102, 604, 607, 608]
Sybase IQ Enterprise Edition, Unstructured Data Analytics Option	1	CPU	63,000	1	N/A	7010846	Y/N	None	Y	N	[102, 604, 607, 608]
Sybase IQ Enterprise Edition, Multiplex Grid Option	1	Server	105,000	1	N/A	7010846	Y/N	None	Y	N	[102, 604, 607, 608]
Sybase IQ Enterprise Edition, Very Large Database Management Option	1	1 Terabyte	52,500	1	N/A	7010846	Y/N	None	Y	N	[102, 604, 607, 608]
Sybase Event Stream Processor	1	CPU	112,500	1	N/A		Y/N	None	Y	N	[102, 604, 607, 608]
Mobile Applications											
SAP mobile platform	1	User	1,500	1	N/A	NW	Y	All	Y	N	[102, 605, 606, 608, 609, 611]
SAP Enterprise Integration for Retail Execution mobile app	1	User	1,050	1	N/A	Mat	Y	All	Y	N	[102] Mat=7011584
SAP Enterprise Integration for Field Services mobile app	1	User	1,050	1	N/A	Mat	Y	All	Y	N	[102] Mat=7011584
SAP Enterprise Integration for EAM Work Order mobile app	1	User	1,500	1	N/A	Mat	Y/N	None	Y	Y	Mat=7003012, 7011048
SAP Enterprise Integration for ERP Quality Issue mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Employee Lookup mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Leave Request mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Travel Receipt Capture mobile app	1	User	38	1	N/A	7011584	Y	All	Y	N	
SAP Enterprise Integration for Travel Expense Approval mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for HR Approval mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Cart Approval mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Timesheet mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Sales Order Notification mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Customer and Contacts mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Material Availability mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584

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	in blocks of	Metrics									
SAP Enterprise Integration for ERP Order Status mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for GRC Access Approver mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=7011348 + 7011584
SAP Enterprise Integration for GRC Policy Survey mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=7011349, 7011350 + 7011584
SAP Enterprise Integration for Payment Approval mobile app	1	User	38	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7009034 + 7011584
SAP Enterprise Integration for Customer Financial Fact Sheet mobile app	1	User	75	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Interview Assistant mobile app	1	User	75	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Transport Notification and Status mobile app	1	User	450	1	N/A	Mat	Y	All	Y	N	Mat=7011283 + 7010783 + 7011584
SAP Enterprise Integration for Transport Tendering mobile app	1	User	450	1	N/A	Mat	Y	All	Y	N	Mat=7011283 + 7011584
SAP Enterprise Integration for Manager Insight mobile app	1	User	450	1	N/A	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011584
SAP Enterprise Integration for Electronic Medical Record on iPad mobile app	1	User	450	1	N/A	7011584	Y	All	Y	N	
SAP Enterprise Integration for Citizen Connect mobile app	75,000	Service Transactions	4,500	1	60,000	Mat	Y	All	Y	N	Mat=ERP_PAC + 7011214
SAP BusinessObjects Products											
<b>SAP BusinessObjects Business Intelligence (BI) Solutions (BA&amp;T)</b>											
* SBOP BI Suite (BA&T)											
BA&T SAP BusinessObjects BI Suite (user)	1	User	2,500	1	N/A		Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects BI Suite (CS)	25	Concurrent Session	200,000	1	N/A		Y/N	None	Y	N	[507]
* SBOP BI Components (design your own) (BA&T)											
BA&T SAP BusinessObjects Business Intelligence Platform (user)	1	User	1,250	1	N/A		Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Business Intelligence Platform (CS)	25	Concurrent Session	100,000	1	N/A		Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Bus. Int. Platform Mobile add-on (user)	1	User	313	1	N/A	7011294	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Bus. Int. Platform Mobile add-on (CS)	25	Concurrent Session	26,000	1	N/A	7011295	Y/N	None	Y	N	[507, 526]
BA&T SAP Crystal Reports (user)	1	User	163	1	N/A	7011294	Y/N	None	Y	N	[507, 526]
BA&T SAP Crystal Reports (CS)	25	Concurrent Session	12,000	1	N/A	7011295	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Web Intelligence (user)	1	User	450	1	N/A	7011294	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Web Intelligence (CS)	25	Concurrent Session	40,000	1	N/A	7011295	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Analysis edition for OLAP (user)	1	User	450	1	N/A	7011294	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Analysis edition for OLAP (CS)	25	Concurrent Session	40,000	1	N/A	7011295	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Analysis edition for Office (user)	1	User	313	1	N/A	7011294	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Analysis edition for Office (CS)	25	Concurrent Session	26,000	1	N/A	7011295	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Dashboard (user)	1	User	450	1	N/A	7011294	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Dashboard (CS)	25	Concurrent Session	40,000	1	N/A	7011295	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Explorer (user)	1	User	450	1	N/A	7011294	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Explorer (CS)	25	Concurrent Session	40,000	1	N/A	7011295	Y/N	None	Y	N	[507, 526]
BA&T SAP BusinessObjects Explorer accelerated package (user)	1	User	450	1	N/A	Remarks	N	None	Y	N	[705]
BA&T SAP BusinessObjects Explorer accelerated package (CS)	25	Concurrent Session	40,000	1	N/A	Remarks	N	None	Y	N	[705]
BA&T SAP BusinessObjects Integr. vers I ESRI GIS SW by APOS (User)	1	User	375	1	N/A	7011294	N	None	Y	Y	[526]
BA&T SAP BusinessObjects Integr. vers I ESRI GIS SW by APOS (CS)	25	Concurrent Session	33,500	1	N/A	7011295	N	None	Y	Y	[526]
* SBOP BI Advanced analytics (BA&T)											
BA&T SAP BusinessObjects Predictive Workbench by IBM	3	User	270,000	2	N/A	Remarks	Y/N	None	Y	Y	Mat=7011292, 7011293, 7011294, 7011295
<b>SAP BusinessObjects Enterprise Information Mgmt Solutions (BA&amp;T)</b>											
* SBOP Enterprise Information Management (EIM) packages (BA&T)											
BA&T SAP BusinessObjects Operational EIM package	1	CPU	420,000	4	N/A		Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Analytical EIM package	1	CPU	480,000	4	N/A		Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Data Migration Starter Package	1	Data Migration Project	121,500	1	N/A		N	None	Y	N	[102]
* SBOP Enterprise Information Management (EIM): Data services (BA&T)											
BA&T SAP BusinessObjects Data Services	1	CPU	150,000	4	N/A		Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Information Steward	1	CPU	150,000	4	N/A		Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Inform. Stew. Multi-Source Integr. by MITI Add-on	1	CPU	31,250	4	125,000	7011320	Y/N	None	Y	Y	[507]
BA&T SAP BusinessObjects Event Insight	1	CPU	62,500	4	N/A		Y/N	None	Y	N	[507]
* SBOP Enterprise Information Management (EIM): Data integration (BA&T)											
BA&T SAP BusinessObjects Data Federator	1	CPU	41,250	1	N/A		Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Data Integrator (DI)	1	CPU	62,500	4	N/A		Y/N	None	Y	N	[507]
* SBOP (EIM): SAP BusinessObjects Rapid Marts (BA&T)											
BA&T SAP BusinessObjects Accounts Receivable Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Accounts Payable Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Cost Center Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects General Ledger Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Sales Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Purchasing Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Inventory Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Project Systems Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Prod. Plan. Systems Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Plant Maint. Sys. Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects HR Rapid Mart, vers I SAP	1	Server	87,500	1	N/A	DI, DS	Y/N	None	Y	N	[507]
* SBOP EIM: Data quality management (BA&T)											
BA&T SAP BusinessObjects Data Quality Management (DQM)	1	CPU	87,500	4	N/A		Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects DQM, version for SAP Solutions	1	CPU	75,000	4	N/A		Y/N	None	Y	N	[507]
BA&T SAP BusinessObjects Data Quality Management SDK	1	Server	62,500	1	N/A		N	None	Y	N	[507]
* SBOP EIM: US commercial mail products (BA&T)											
<b>SAP BusinessObjects Governance, Risk &amp; Compliance (GRC) Solutions (BA&amp;T)</b>											
BA&T SAP BusinessObjects Access Control	100	Monitored User	34,650	1	N/A		Y	All	Y	N	

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BA&T SAP BusinessObjects Access Control, starter edition	100	Monitored User	12,128	1	N/A		Y	All		Y	N
BA&T SAP BusinessObjects Process Control	1	User	5,250	20	N/A		Y	All		Y	N
BA&T SAP BusinessObjects Risk Management	1	User	3,750	20	N/A		Y	All		Y	N
BA&T SAP BusinessObjects GTS, Export	500,000,000	Revenue	210,000	1	4,410,000		Y	All		Y	N
BA&T SAP BusinessObjects GTS, Import	500,000,000	Revenue	270,000	1	5,940,000		Y	All		Y	N
BA&T SAP BusinessObjects GTS, Restitution	500,000,000	Revenue	120,000	1	2,520,000		Y	All		Y	N
BA&T SAP BusinessObjects GTS, Trade Preferences	500,000,000	Revenue	240,000	1	5,760,000		Y	All		Y	N
BA&T SAP BusinessObjects GTS, Bundle	500,000,000	Revenue	510,000	1	10,710,000		Y	All		Y	N
BA&T SAP BusinessObjects Goods Movement with EMCS	500,000,000	Revenue	75,000	1	1,500,000		Y	All		Y	N
BA&T SAP BusinessObjects GTS, Sanction Party List Service	1	Package Fee	225,000	1	N/A		Y	All		Y	N
BA&T SAP BusinessObjects Sustainability Performance Management	500	Employees	15,000	1	1,125,000		Y	All		Y	N
SAP BusinessObjects Enterprise Performance Mgmt (EPM) Solutions (BA&T)											
BA&T SAP BusinessObjects Planning & Cons, vers f Microsoft Platf (BPC)	1	User	8,250	20	N/A		E	MS		Y	N
BA&T SAP BusinessObjects Planning & Cons, vers f SAP NetWeaver (BPC)	1	User	8,250	20	N/A		Y	All		Y	N
BA&T SAP BusinessObjects Planning, vers f Microsoft Platf	1	User	4,500	20	N/A		E	MS		Y	N
BA&T SAP BusinessObjects Planning, vers f SAP NetWeaver	1	User	4,500	20	N/A		Y	All		Y	N
BA&T SAP BusinessObjects Consolidation, vers f Microsoft Platf	1	User	6,750	20	N/A		E	MS		Y	N
BA&T SAP BusinessObjects Consolidation, vers f SAP NetWeaver	1	User	6,750	20	N/A		Y	All		Y	N
BA&T SAP BusinessObjects Plan & Cons, SAP NetWeaver Platf Acc Comp	1	Fixed Fee	25,500	1	N/A	Mat	Y	All		N	N
BA&T SAP BusinessObjects Plan & Cons, Microsoft Platf Acc Comp	1	Fixed Fee	25,500	1	N/A	Mat	Y	All		N	N
BA&T SAP BusinessObjects Strategy Management	1	User	3,750	20	N/A		Y	All		Y	N
BA&T SAP BusinessObjects Spend Performance Management	1,000,000	Spend Volume	375	1	5,662,500		Y	All		Y	N
BA&T SAP BusinessObjects Financial Information Management (FIM)	1	User	3,750	20	N/A		E	MS, Ora		Y	N
BA&T SAP BusinessObjects Intercompany	1	User	3,000	20	N/A		E	MS, Ora		Y	N
BA&T SAP BusinessObjects Financial Consolidation	1	User	6,750	20	N/A		E	MS, Ora		Y	N
BA&T SAP BusinessObjects Profitability and Cost Management	500	Employees	90,000	1	5,400,000		E	MS, Ora		Y	N
BA&T SAP BusinessObjects Supply Chain Performance Mgmt (SCPM)	500	Employees	75,000	1	4,500,000		Y	All		Y	N
BA&T SAP BusinessObjects Disclosure Management	1	User	12,750	10	N/A		E	MS		Y	N
BA&T SAP BusinessObjects Notes Management	1	User	12,000	10	N/A		Y	All		Y	N
BA&T SAP BusinessObjects Asset Analytics	20	User	150,000	2	3,000,000		Y	All		Y	N
SAP BusinessObjects Analytic Solutions (BA&T)											
BA&T SAP BusinessObjects Planning and Consolidation for Banking	1	User	7,500	25	N/A		E	MS		Y	N
BA&T SAP BusinessObjects Enterprise Risk Reporting for Banking	1	User	4,050	25	N/A		Y/N	All		Y	N
BA&T SAP BusinessObjects Planning and Consol for PS	1	User	7,500	25	N/A		E	MS		Y	N
BA&T SAP BusinessObjects Planning and Consol for PS vers f NetWeaver	1	User	7,500	25	N/A		Y/N	All		Y	N
BA&T SAP BusinessObjects Trade Promotion Effectiveness Analysis	100,000,000	Revenue	4,500	100	1,125,000	Remarks	Y/N	All		Y	N
BA&T SAP BusinessObjects Sales Analysis for Retail	1	User	4,050	50	N/A		Y/N	All		Y	N
BA&T SAP BusinessObjects Upstream Operations Performance Anlys	25,000	BOEPD Produced	75,000	1	N/A		Y/N	All		Y	N
BA&T SAP Sales and Op. Planning rapid deployment solution	500	Employees	97,500	1	5,850,000		Y	All		Y	N
SAP BusinessObjects Learning Products (BA&T)											
BA&T SAP BusinessObjects Knowl Acc f BI Platform (NU)	1	User	67	100	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f BI Platform (CS)	25	Concurrent Session	7,260	1	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f Dashboards (NU)	1	User	67	100	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f Dashboards (CS)	25	Concurrent Session	7,260	1	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f Analysis: OLAP Edition (NU)	1	User	88	100	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f Analysis: OLAP Edition (CS)	25	Concurrent Session	9,000	1	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f Crystal Reports (NU)	1	User	88	100	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f Crystal Reports (CS)	25	Concurrent Session	9,000	1	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f Webi (NU)	1	User	110	100	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f Webi (CS)	25	Concurrent Session	9,000	1	N/A		N	None		Y	N
BA&T Knowl Acc for SAP BusObj Business Planning & Consol (user)	1	User	110	1	N/A		N	None		Y	N
BA&T SAP BusObjects Knowl Acc Bundle f BI Suite (NU)	1	User	375	1	N/A		N	None		Y	N
BA&T SAP BusObjects Knowl Acc Bundle f BI Suite (CS)	25	Concurrent Session	30,000	1	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f Explorer (NU)	1	User	110	100	N/A		N	None		Y	N
BA&T SAP BusinessObjects Knowl Acc f Explorer (CS)	25	Concurrent Session	9,000	1	N/A		N	None		Y	N
SAP BusinessObjects Business Intelligence (BI) Solutions - Classic Offerings											
SAP BusinessObjects BI package (CPU)	1	CPU	112,500	1	N/A		Y/N	None		Y	N
SAP BusinessObjects BI package (User)	1	User	1,875	1	N/A		Y/N	None		Y	N
SAP BusinessObjects Enterprise Prof. for Enterprise Reporting (CPU)	1	CPU	112,500	1	N/A		Y/N	None		Y	N
SAP BusinessObjects Enterprise Prof. for Enterprise Reporting (User)	1	User	1,250	1	N/A		Y/N	None		Y	N
SAP BusObj Enterprise Prof. for Query, Reporting, Analysis (CPU)	1	CPU	112,500	1	N/A		Y/N	None		Y	N
SAP BusObj Enterprise Prof. for Query, Reporting, Analysis (User)	1	User	1,250	1	N/A		Y/N	None		Y	N
SAP BusObj Ent. Prof. for Query, Reporting, Analysis - Live Of (CPU)	1	CPU	27,500	1	N/A	BOE	Y/N	None		Y	N
SAP BusObj Ent. Prof. for Query, Reporting, Analysis - Live Of (User)	1	User	350	1	N/A	BOE	Y/N	None		Y	N
SAP BusinessObjects Enterprise Premium (CPU)	1	CPU	168,750	1	N/A		Y/N	None		Y	N
SAP BusinessObjects Enterprise Premium (User)	1	User	1,880	1	N/A		Y/N	None		Y	N
SAP BusinessObjects Mobile (CPU)	1	CPU	68,750	1	N/A	BOE	Y/N	None		Y	N
SAP BusinessObjects Mobile (User)	1	User	570	1	N/A	BOE	Y/N	None		Y	N
SAP BusinessObjects Integration for PeopleSoft Enterprise (CPU)	1	CPU	13,400	1	N/A	BOE	N	None		Y	N
SAP BusinessObjects Integration for PeopleSoft Enterprise (User)	1	User	150	1	N/A	BOE	N	None		Y	N
SAP BusinessObjects Integration for JDE EnterpriseOne (CPU)	1	CPU	13,400	1	N/A	BOE	N	None		Y	N
SAP BusinessObjects Integration for JDE EnterpriseOne (User)	1	User	150	1	N/A	BOE	N	None		Y	N
SAP BusinessObjects Integration for Siebel (CPU)	1	CPU	13,400	1	N/A	BOE	N	None		Y	N
SAP BusinessObjects Integration for Siebel (User)	1	User	150	1	N/A	BOE	N	None		Y	N

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	in blocks of	Metrics										
SAP BusinessObjects Integration for Oracle E-Business Suite (CPU)	1	CPU	13,400	1		N/A	BOE	N	None	Y	N	[508, 502]
SAP BusinessObjects Integration for Oracle E-Business Suite (User)	1	User	150	1		N/A	BOE	N	None	Y	N	[508]
SAP BusinessObjects Integration, version for ESRI GIS software by APOS (CPU)	1	CPU	26,800	1		N/A	BOE	N	None	Y	Y	[508, 502]
SAP BusinessObjects Integration, version for ESRI GIS software by APOS (User)	1	User	300	1		N/A	BOE	N	None	Y	Y	[508, 502]
* SBOP Business Intelligence (BI): Search and Navigation												
SAP BusinessObjects Explorer (CPU)	1	CPU	50,000	1		N/A	BOE	Y/N	None	Y	N	[501, 502, 507, 508]
SAP BusinessObjects Explorer (User)	1	User	570	1		N/A	BOE	Y/N	None	Y	N	[501, 502, 507, 508]
SAP BusinessObjects Explorer (data exploration component)	100	User	37,500	1		N/A	7010583	N	None	Y	N	
* SBOP Business Intelligence (BI): Reporting												
Crystal Reports 2008	1	User	495	1		N/A		N	None	Y	N	[508, 528]
Crystal Reports Developer	1	User	595	1		N/A		N	None	Y	N	[508, 528]
Crystal Reports Professional	1	User	495	1		N/A		N	None	Y	N	[508, 528]
* SBOP Business Intelligence (BI): Query reporting, and analysis												
SAP BusinessObjects Web Intelligence (CPU)	1	CPU	100,000	1		N/A	BOE	Y/N	None	Y	N	[501, 502, 507, 508]
SAP BusinessObjects Web Intelligence (User)	1	User	1,130	1		N/A	BOE	Y/N	None	Y	N	[501, 502, 507, 508]
SAP BusinessObjects Web Intelligence Interactive Viewing (CPU)	1	CPU	50,000	1		N/A	BOE	Y/N	None	Y	N	[501, 502, 507, 508]
SAP BusinessObjects Web Intelligence Interactive Viewing (User)	1	User	570	1		N/A	BOE	Y/N	None	Y	N	[501, 502, 507, 508]
SAP BusinessObjects Voyager (CPU)	1	CPU	55,000	1		N/A	BOE	Y/N	None	Y	N	[501, 502, 507, 508]
SAP BusinessObjects Voyager (User)	1	User	690	1		N/A	BOE	Y/N	None	Y	N	[501, 502, 507, 508]
SAP BusinessObjects Analysis, edition for Microsoft Office	1	User	690	1		N/A		Y/N	None	Y	N	[507, 508]
* SBOP Business Intelligence (BI): Dashboards and visualization												
Xcelatus Enterprise Interactive Viewing (CPU)	1	CPU	68,750	1		N/A		Y/N	None	Y	N	[507, 508]
Xcelatus Enterprise Interactive Viewing (User)	1	User	570	1		N/A		Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Xcelatus Enterprise	1	User	1,220	1		N/A		N	None	Y	N	[508]
* SBOP Business Intelligence (BI): Advanced analytics												
SAP BusinessObjects Predictive Workbench by IBM	3	User	270,000	2		N/A	SAP	Y/N	None	Y	Y	[507, 508, 102]
SAP BusinessObjects Enterprise Information Mgmt (EIM) Solutions - Classic Offerings												
* SBOP Enterprise Information Management (EIM): Data integration and data quality management												
SAP BusinessObjects Data Services	1	CPU	150,000	4		N/A		Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Information Steward	1	CPU	150,000	4		N/A		Y/N	None	Y	N	
SAP BusinessObjects Inform Steward Multi-Source Integrators by MITI Add-on	1	CPU	31,250	4		125,000	7011054	Y/N	None	Y	N	
* SBOP Enterprise Information Management (EIM): Data integration												
SAP BusinessObjects Data Federator	1	CPU	41,250	1		N/A		Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator (DI) Starter	1	CPU	16,250	3		N/A		Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator (DI) Professional	1	CPU	25,000	4		N/A		Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator (DI) Premium	1	CPU	71,875	4		N/A		Y/N	None	Y	N	[507, 508]
Data Source Web Service Access	1	Deployment	41,250	1		N/A	DI Pro, DQ	Y/N	None	Y	N	[507, 508]
Multi User Team Development	1	Deployment	41,250	1		N/A	DI Pro, DQ	Y/N	None	Y	N	[507, 508]
Realtime Transactional Processing	1	CPU	12,500	1		N/A	DI Pro, DQ	Y/N	None	Y	N	[507, 508]
Grid Computing	1	Server	25,000	1		N/A	DI Prem, DQ	Y/N	None	Y	N	[507, 508]
Database Interface	1	Type	13,750	1		N/A	DI, DQM, DN		None	Y	N	[508]
JMS Technology Interface	1	Type	25,000	1		N/A	DI, DQM, DN		None	Y	N	[508]
Salesforce.com Technology Interface	1	Type	13,750	1		N/A	DI, DQM, DN		None	Y	N	[508]
Application Interface	1	Instance	45,000	1		N/A	DI, DQM, DN		None	Y	N	[508]
Application Interface Unlimited	1	Type	151,250	1		N/A	DI, DQM, DN		None	Y	N	[508]
SAP BusinessObjects Text Analysis	1	CPU	115,000	1		N/A		Y/N	None	Y	N	[507, 508]
Text Analysis Language Processing, all other languages except Finnish	1	Package Fee	70,000	1		N/A	7008855	Y/N	None	Y	N	[507, 508]
* SBOP Enterprise Information Management (EIM): Data quality management												
SAP BusinessObjects DQM Premium	1	CPU	109,375	4		N/A		Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQM Professional	1	CPU	37,500	4		N/A		Y/N	None	Y	N	[507, 508]
SAP BusinessObjects eDQ Management	1	CPU	25,000	3		N/A		Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQM, version for SAP Solutions	1	CPU	75,000	4		N/A		Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQM, cleansing package option (all languages)	1	Deployment	90,000	1		N/A	DQM, DS	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQM, option for global matching (all languages)	1	Deployment	45,000	1		N/A	DQM, Pre	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQM, option for geocoding	1	Deployment	56,250	1		N/A	DQM, DS		None	Y	N	[507, 508]
SAP BusinessObjects Data Quality Management SDK	1	Server	62,500	1		N/A		N	None	Y	N	[507, 508]
SAP BusinessObjects Learning Products - Classic Offerings												
SAP BusinessObjects Knowl Acc for Info View (CPU)	1	CPU	15,125	1		N/A		N	None	Y	N	[508]
SAP BusinessObjects Knowl Acc for Xcelatus (CPU)	1	CPU	15,125	1		N/A		N	None	Y	N	[508]
SAP BusinessObjects Knowl Acc for WebI Interactive Viewing (CPU)	1	CPU	20,075	1		N/A		N	None	Y	N	[508]
SAP BusinessObjects Knowl Acc for Live Office (CPU)	1	CPU	20,075	1		N/A		N	None	Y	N	[508]
SAP BusinessObjects Knowl Acc for Voyager (CPU)	1	CPU	20,075	1		N/A		N	None	Y	N	[508]
SAP BusinessObjects Knowl Acc for Crystal Reports (CPU)	1	CPU	20,075	1		N/A		N	None	Y	N	[508]
SAP BusinessObjects Knowl Acc for WebI (CPU)	1	CPU	27,375	1		N/A		N	None	Y	N	[508]
KA for SAP BusObj Business Planning & Consolidation (CPU)	1	CPU	15,125	1		N/A		N	None	Y	N	[508]
SAP BusinessObjects BI, IM and Edge BI Upgrade Material Codes												
SAP BOE Basic to Prof Upgrade (User)	1	User	400	1		N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = BOE USR
SAP BOE Basic to Prof Upgrd (CPU)	1	CPU	34,370	1		N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = BOE CPU
SAP BOE Prof to Premium Upgrd (User)	1	User	630	1		N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = BOE PRF USR
SAP BOE Prof to Premium Upgrd (CPU)	1	CPU	56,250	1		N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = BOE PRF CPU
SAP BOE Prof + 1 Add-on Upgrd to Premium (User)	1	User	280	1		N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = BOE PRF DASH USR
SAP BOE Prof + 1 Add-on Upgrd to Premium (CPU)	1	CPU	28,750	1		N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = BOE PRF CPU+DASH CPU
Crystal Enterprise Prof to Premium Upgrd (User)	1	User	630	1		N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = CE PRF USR
Crystal Enterprise Prof to Premium Upgrd (CPU)	1	CPU	56,250	1		N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = CE PRF CPU
Crystal Enterprise Prof + 1 Add-on Upgrd to Premium (User)	1	User	280	1		N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = CE PRF DASH USER

**GSA PRICE LIST**  
Contract GS-35F-0406V

Price List Item	Sales Unit		Price/Sales Unit (USD)	Min. Blocks	Max. Price (USD)	PRE	SAV	DB	DSC	TP	Remarks
	in blocks of	Metrics									
Crystal Enterprise Prof + 1 Add-on Upgrd to Premium (CPU)	1	CPU	28,750	1	N/A	Mat	Y/N	None	Y	N	[507, 508] mat = CE PRF DASH CPU
SAP BusinessObjects Edge BI w DI to DI Pro Upgrd (4-CPU)	1	per 4 CPUs	52,500	1	N/A	EDGE	Y/N	None	Y	N	[507, 508]
Web Intel Report or Explore/Interactive View to Web Intel Upgrd (User)	1	User	560	1	N/A	WEB	Y/N	None	Y	N	[507, 508]
Web Intel Report or Explore/Interactive View to Web Intel Upgrd (CPU)	1	CPU	50,000	1	N/A	WEB	Y/N	None	Y	N	[507, 508]
BusinessObjects Reporter or Explorer to Desktop Intel Upgrd (User)	1	User	560	1	N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = BO REP_EX_USR
BusinessObjects Reporter or Explorer to Desktop Intel Upgrd (CPU)	1	CPU	50,000	1	N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = BO REP_EX_CPU
SAP BusinessObjects Data Integrator Starter to Prof Upgrd	1	per 4 CPUs	52,500	1	N/A	7010278	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator Starter to Premium Upgrd	1	per 4 CPUs	240,000	1	N/A	7010278	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator Starter to Data Services Upgrd	1	per 4 CPUs	552,500	1	N/A	7010278	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator Basic to Prof Upgrd	1	per 4 CPUs	43,750	1	N/A	DI Basic	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator Basic to Premium Upgrd	1	per 4 CPUs	231,250	1	N/A	DI Basic	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator Departmental to Premium Upgrd	1	per 4 CPUs	187,500	1	N/A	DI DEPAR	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator Prof to Premium Upgrd	1	per 4 CPUs	187,500	1	N/A	7010279	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator Prof to Data Services Upgrd	1	per 4 CPUs	500,000	1	N/A	7010279	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects Data Integrator Premium to Data Services Upgrd	1	per 4 CPUs	312,500	1	N/A	7010288	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQ Mgmt Prof to Premium Upgrd	1	per 4 CPUs	287,500	1	N/A	7007368	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQ Mgmt Prof to Data Services Upgrd	1	per 4 CPUs	450,000	1	N/A	7007368	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQ Mgmt Premium to Data Services Upgrd	1	per 4 CPUs	162,500	1	N/A	7007364	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQ US Postal to Data Services Upgrd	1	per 4 CPUs	362,500	1	N/A	Mat	Y/N	None	Y	N	[507, 508] Mat = DQ US POST
SAP BusinessObjects eDQ Mgmt Data Services to DQ Mgmt Prof Upgrd	1	per 4 CPUs	75,000	1	N/A	7007377	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects eDQ Mgmt Data Services to DQ Mgmt Premium Upgrd	1	per 4 CPUs	362,500	1	N/A	7007377	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects eDQ Mgmt Data Services to Data Services Upgrd	1	per 4 CPUs	525,000	1	N/A	7007377	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQ Mgmt Specialist to DQ Mgmt Premium Upgrd	1	per 4 CPUs	262,500	1	N/A	DQM SPE	Y/N	None	Y	N	[507, 508]
SAP BusinessObjects DQ Mgmt Specialist to Data Services Upgrd	1	per 4 CPUs	425,000	1	N/A	DQM SPE	Y/N	None	Y	N	[507, 508]

End of List

## LICENSING DETAILS FOR SAP BUSINESSOBJECTS SOFTWARE

*Cross reference the below to Licensing Detail-Remarks column of the SAP BusinessObjects pricelist table.*

1. Conditional licensing of Databases & SAV relevance: If the SAP BusinessObjects solution is deployed standalone, the required databases needs to be licensed directly from database vendors.
2. Conditional licensing of SAP Named user: SAP named users are not required when individual BusinessObjects software is deployed standalone. The following SAP BusinessObjects packages always require licensing of SAP Named user: BI, operational IM, analytical IM.
3. License limitations of SAP BusinessObjects Data Integrator for SAP BusinessObjects FIM: (1) only for loading to SAP BusinessObjects FC, SAP BusinessObjects PCM and SAP Planning & Consolidation; (2) solely for use with SAP BusinessObjects FIM.
4. License limitations for SAP BusinessObjects Enterprise when used with SAP BusinessObjects EPM: (a) use of the Central Mgmt. Server for user authentication; use of Central Mgmt. Console to administer user rights/privileges specific to EPM.

SAP SUPPLEMENTARY PRICING FOR SELECTED SAP PRODUCTS

**BSI U.S. Payroll Tax Processing**

Sales Unit in blocks of	Price/ Sales Unit Metrics	Min. Blocks	Max. Price	SAV Yes/ No	Database DB1/ /All	Discount Yes/ No	Channel Dir/ All	User Req. Yes/ No	Prerequisite Item	3rd Party Yes/ No
	See below	N/A	N/A	Y	All	N	Dir	Yes	ERP + 7001132	Yes

List price for BSI Master Records is derived from the price zones given in table below.

Number of Master Records	License Fee (Non-Discountable)
1 to 5,000	12,000 + (no. of Master Records over 1,000 times USD 2.40)
5,001 to 40,000	21,600 + (USD 600 for each 1,000 Master Records or fraction thereof over 5,000)
40,001 to 100,000	42,600 + (USD 1,500 for each 5,000 Master Records or fraction thereof over 40,000)
100,001 to 200,000	60,600 + (USD 1,500 for each 10,000 Master Records or fraction thereof over 100,000)
200,001 and up	75,600 + (USD 1,500 for each 20,000 Master Records or fraction thereof over 200,000)

BSI U.S. Payroll Tax Processing must be licensed in blocks of 1,000 Master Records, and must equal the number of SAP Payroll Processing Software Engine Master Records licensed by the Customer (or at a minimum, the number of SAP Payroll Processing Software Engine Master Records licensed by the Customer's Authorized Affiliate(s) using the BSI U.S. Payroll Tax Processing software.) BSI U.S. Payroll Tax Processing license fees identified above are not discountable. A volume discount is already built into the fees shown above.

BSI U.S. Payroll Tax Processing maintenance is calculated at forty-two percent (42%) of the BSI U.S. Payroll Tax Processing Software License Fee. Enterprise Support is NOT available for this product. In addition, a \$500 fee is applicable for any change in platform as BSI needs to provide a new version of its software for each changed platform (with regard to the BSI Software, any change in the customer's database, operating system, etc. is considered a change in platform.

The license and maintenance fees shown for the BSI U.S. Payroll Tax Processing software is for use at only one (1) location on a single platform. If multiple locations or platforms must be licensed, the above fees must be charged for each such location and platform.

**Metric Definition:**

**Master Record** represents one contractual relationship between the company and an employee whose payroll is being calculated.

**SAP POS for Retail**

Remarks:

SAP POS does not support Unicode and cannot represent languages that require Unicode or Double-byte character set. SAP POS supports only Latin-1 codepages.

The connection between a Unicode backend SAP system and SAP POS is only supported for codepages and countries that are enabled in SAP POS in the standard solution. All other countries that require Unicode or Double-Byte codepages are subject to the following limitation:



When SAP POS is connected to a Unicode SAP backend system, only characters that are defined in the appropriate single-byte codepage assigned to your SAP POS installation can be processed properly. Please also refer to SAP Note 73606.

Characters undefined in the SAP POS installation single-byte codepage will be garbled, and messages received from the Unicode backend system can get truncated.

Please take a look at SAP note 975768, which describes restrictions and possible problems when connecting Unicode Systems with non-Unicode Systems.

**SAP assumes no responsibility or liability of any kind for problems that may arise from connecting Unicode Systems with non-Unicode Systems.**

When connecting to a non-Unicode backend system please take into account the differences between non-ISO and ISO codepages (e.g., Windows 1252 and SAP 1100).

in blocks of	Sales Unit	Price/	Min.
	Metrics	Sales Unit	Blocks
1	Device	900 USD	200

**Metric Definition**

Device is defined as a Point of Sales Device, or Mobile Device for Mobile POS application.

**SAP POS Base for Retail**

**Remarks:**

SAP POS Base does not support Unicode and cannot represent languages that require Unicode or Double-byte character set. SAP POS Base supports only Latin-1 codepages. Please refer to the Product Availability Matrix for detailed country availability.

The connection between a Unicode backend SAP system and SAP POS Base is only supported for codepages and countries that are enabled in SAP POS Base in the standard solution. All other countries that require Unicode or Double-Byte codepages are subject to the following limitation:

When SAP POS Base is connected to a Unicode SAP backend system, only characters that are defined in the appropriate single-byte codepage assigned to your SAP POS Base installation can be processed properly. Please also refer to Note 73606.

Characters undefined in the SAP POS base installation single-byte codepage will be garbled, and messages received from the Unicode backend system can get truncated.

Please take a look at note 975768, which describes restrictions and possible problems when connecting Unicode Systems with non-Unicode Systems.

**SAP assumes no responsibility or liability of any kind for problems that may arise from connecting Unicode Systems with non-Unicode Systems.**

When connecting to a non-Unicode backend system please take into account the differences between non-ISO and ISO codepages (e.g. Windows 1252 and SAP 1100).

Material	Sales Unit		Price/	Min.
	in blocks of	Metrics	Sales Unit	Blocks
7003593	1	Device	750 USD	1

**Metric Definition**

Device is defined as a Point of Sales Device, or Mobile Device for Mobile POS application.



**SAP Military Data Exchange for D&S**

Sales Unit	Price/ Sales Unit	Min. Blocks	Max. Price	USR	PRE	SAV	DB	DSC	TP	Remarks	
1	Fixed Fee USD	3,750	1	N/A	Y	SAP	N	N/A	N	N	Max DB, MS SQL embedded

**SAP NetWeaver Marketplace Adapter**

Sales Unit	Price/ Sales Unit	Min. Blocks	Max. Price	USR	PRE	SAV	DB	DSC	TP	Remarks	
1	GB per month USD	10,500	5	N/A	N	7009502	Y	All	Y	Y	

**Duet**

Sales Unit	Price/ Sales Unit	Min. Blocks	Max. Price	USR	PRE	SAV	DB	DSC	TP	Remarks	
1	User	150	1	N/A	Y	SAP	N	N/A	N	N	Max DB, MS SQL embedded

**Metric Definition**

Duet User

**SAP Partner Connectivity Kit**

Sales Unit	Price/ Sales Unit	Min. Blocks	Max. Price	USR	PRE	SAV	DB	DSC	TP	Remarks	
1	Installation USD	3,750	1	N/A	N	7009502	Y	All	Y	N	

**Metric Definition**

An installation is defined as an instance of the software installed at a designated device.

**SAP Intelligence Analysis for Public Sector by Palantir**

Sales Unit	Price/ Sales Unit	Min. Blocks	Max. Price	U S R	P R E	S A V	DB	DSC	TP	LOC	CH	Remarks
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25,000,000	Database Objects	1,125,000	USD	2	N/A	Y	N	E	Ora	Y	Y	Worldwide (Exception in China, Hong Kong, Taiwan)	DIR	DB to be licensed directly from vendor
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**Definition of metric:**

**Database Objects**

An object is a collection of intrinsic and/or customer-defined properties that is defined by a Palantir dynamic ontology and stored in or accessible by the Palantir system.

**SAP Supplier Lifecycle Management**

Price List Item	Sales Unit	Price/	Min.	Max.	USR	PRE	SAV	DB	DSC	TP	LOC	CH	
	in blocks of	Metrics	Sales Unit	Blocks	Price								
SAP Supplier Lifecycle Management	1,000,000 USD	Spend Volume	450 USD	1	N/A	E		Y	All	Y	N	N	Dir + PE

**Afaria Inventory Manager**

Sales Unit	Price/	Min.	Max.	U	PRE	S	DB	D	T	LOC	CH	Remarks	
in blocks of	Metrics	Sales Unit	Blocks	S	Price	A		S	P				
1	Laptop Device	75 USD	1	N/A	Y/N	7010743	Y/N	None	Y	Y	N	Dir	{605, 606,607, 608,611} refer to Master Price List

**Metric Definition**

Laptop Device is defined as laptop computer.

**SAP mobile platform limited runtime option**

The SAP mobile platform, limited runtime option will be available for use with mobile apps with a list price equal to or greater than 151 USD and less than or equal to 450 USD.

Sales Unit	Price/	Min.	Max.	U	PRE	S	DB	D	T	LOC	CH	Remarks
in blocks of	Metrics	Sales Unit	Blocks	S	Price	A		S	P			
1	Limited Runtime Option Apps	30% of mobile app list price	1	N/A	Y		Y	All	Y	N	N	Dir + PE

**Metric Definition**

“Limited Runtime Option Apps” are those licensed SAP Enterprise Integration for SAP Mobile Applications or SAP Partner Certified Mobile Apps stated at <http://www.sap.com/solutions/mobility/sap-mobile-platform-runtime-option/index.epx>

**SAP mobile platform limited runtime option for productivity apps**

The SAP mobile platform, limited runtime option will be available for use with mobile apps with a list price of 150 USD or less.

Sales Unit		Price/		Min.	Max.	U	PRE	S	DB	D	T	LOC	CH	Remarks
in blocks of	Metrics	Sales Unit		Blocks	Price	S		A		S	P			
1	Limited Runtime Option Productivity Apps	15	USD	1	N/A	Y		Y	All	Y	N	N	Dir + PE	

**Metric Definition**

“Limited Runtime Option Productivity Apps” are those licensed SAP Enterprise Integration for SAP Mobile Applications or SAP Partner Certified Mobile Apps stated at <http://www.sap.com/solutions/mobility/sap-mobile-platform-runtime-option-for-productivity-apps/index.epx>

**SAP mobile platform for Consumers**

Sales Unit		Price/		Min.	Max.	U	PRE	S	DB	D	T	LOC	CH	Remarks
in blocks of	Metrics	Sales Unit		Blocks	Price	S		A		S	P			
1	User	9	USD	1	N/A	Y		Y	All	Y	N	N	Dir + PE	

**Metric Definition**

**User** is defined as the individual directly or indirectly accessing the Software. . Only an individual making Application Connections solely on his or her own behalf as an individual (i.e. not in conjunction with his or her employment or on behalf of any other individual(s) and/or entity(ies)) may be licensed as an SAP Mobile Platform for Consumer User.

**SAP Mobile Platform Limited Runtime Option Pricing Chart**

Mobile Application	Price/Sales Unit USD	Price with SAP Mobile Platform Limited Runtime option
SAP Enterprise Integration for ERP Quality Issue mobile app	38	53
SAP Enterprise Integration for		53

Employee Lookup mobile app	38	
SAP Enterprise Integration for Leave Request mobile app	38	53
SAP Enterprise Integration for Travel Expense Approval mobile app	38	53
SAP Enterprise Integration for HR Approvals mobile app	38	53
SAP Enterprise Integration for Cart Approval mobile app	38	53
SAP Enterprise Integration for Timesheet mobile app	38	53
SAP Enterprise Integration for Sales Order Notification mobile app	38	53
SAP Enterprise Integration for Customer and Contact mobile app	38	53
SAP Enterprise Integration for Material Availability mobile app	38	53
SAP Enterprise Integration for ERP Order Status mobile app	38	53
SAP Enterprise Integration for GRC Access Approver mobile app	38	53
SAP Enterprise Integration for GRC Policy Survey mobile app	38	53
SAP Enterprise Integration for Payment Approvals mobile app	38	53
SAP Enterprise Integration for Customer Financial Fact Sheet mobile app	75	90
SAP Enterprise Integration for Interview Assistant mobile app	75	90
SAP Enterprise Integration for Transport Notification and Status mobile app	450	585
SAP Enterprise Integration for Transport Tendering mobile app	450	585
SAP Enterprise Integration for Manager Insight mobile app	450	585
SAP Enterprise Integration for Electronic Medical Record on iPad mobile app	450	585



## B. SAP TRAINING SERVICES (SIN 132-50)

### B.1 Description of Services

SAP offers a complete range of training courses at its training centers, at customer sites and via the Internet. The fees for training courses shown herein are applicable to courses available and held in the United States only. Details of courses as well as prices and conditions can be found in SAP's Online Course Catalog and the SAP website. Most of the classes shown are available onsite at the customer's facility using a rate structure as indicated in this document. SAP also offers a full range of end-user services including assessment, change management, end-user development services, performance support systems, training delivery and enabling tools.

The Government will receive a discount of five percent (5%) applicable to all invoices for Instructor Led Training, excluding travel and living expenses and equipment rentals. SAP America, Inc. is approved to invoice on behalf of SAP Public Services, Inc.

### B.2 Instructor-Led Training (ILT)

#### B.2.1 ILT Training at SAP Facilities:

Public Training at SAP Facilities

Course Type	per Student
Overview	\$600 per day (Virtual \$575 per day)
Application/Advanced	\$675 per day (Virtual \$625 per day)
Technical / Complex	\$675 per day (Virtual \$650 per day)
SAP Solution Academy certification exams (Pass or Fail)	Associate: \$500 Professional: \$750 Master: \$1,125

- (i) Includes SAP classrooms, demo rooms, other suitable venues, and SAP secured facilities such as leased training rooms (KDC, MicroTek or others), hotel rooms, etc.
- (ii) SAP Solutions Academies may fall in any or all categories based upon the nature and costs for the class
- (iii) Industry specific courses may fall in any or all categories based upon the nature and costs for the course
- (iv) SAP Solutions Academy certification exams will be priced at \$500 per student/test, Pass or fail.
- (v) Offerings which are considered to be Blended Class offerings are priced based on their individual components.

Please refer to the SAP America Education website <http://www.sap.com/usa/services/education/> for a complete list of classes and prices.

#### B.2.2 Customer Specific and Onsite Class Pricing

##### B.2.2.1 Standard Customer ILT Onsite Class

The standard customer ILT onsite class rate structure, which includes one manual per student and the server connection, is as follows:

The standard customer On-Site class rate structure reflects pricing per day for each day of class based on student attendee ranges and not on individual attendees. The rates are as follows:

Course Type	# of Students	# of Students	# of Students	# of Students
	6 <= 10	11 <=15	16 <=20	21 <=25
Overview @ Customer Facility	\$5,100	\$6,750	\$8,100	\$9,100
Application/Advanced @ Customer Facility	\$5,400	\$7,150	\$8,500	\$9,500



Technical / Complex @ Customer Facility	\$5,750	\$7,750	\$9,550	\$10,650
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Customer Specific Training can be held either On-Site at the customer's facility or held in a SAP supplied classroom environment furnished with Instructor and Student PC access and a connection to the server landscape environment as needed. The normal SAP classroom configuration consists of students working in teams of two at each PC.

Please note:

- Course Modification Fees will be applied to classes condensed in duration when the standard class duration is 5 days or greater. These fees will range from \$1,000 to maximum of \$3,000 dependent upon standard duration and requested duration.

Course Reduced by	Modification Charge
1-3 Days	\$1,000
4-6 Days	\$2,000
7+ Days	\$3,000

- There is a six student minimum.
- All rates are plus instructor expenses.
- If a Customer Specific Training class is requested to be held in a classroom environment supplied by SAP, classroom rental fees will apply in addition to the per day and applicable expenses. SAP will then provide the classroom, instructor and student PC hardware, the technical requirements needed for the server landscape connectivity.
- The normal SAP classroom configuration consists of students working in teams of two at each PC.
- SAP does not recommend that classes be conducted in excess of 25 students.
- Some classes have technical criteria that may not allow a class to be taught on-site.
- Offerings which are considered to be Blended Class offerings are priced based on their individual components.
- Special workshops built and delivered will be priced on request and may not fall into the pricing categories listed above.
- Knowledge Warehouse (KMS) training rates are available only to current Licensees of SAP Education Training Content. KMS training rate customers receive a 5% discount on the above course rates.

**B.2.2.2 Onsite Solutions Academy Exams**

Solutions Academy exams can be conducted onsite. The exam fee is as listed in section B.2.1, per student, with a minimum of ten (10) students plus proctor travel.

**B.2.2.3 Instructor and/or Technician travel and living expenses**

SAP will invoice the Ordering Agency for actual travel and living expenses incurred, subject to the Federal Travel Regulations.

**B.2.2.4 Cancellation and Rescheduling Charges – On-Site Classes**

Cancellation Charges are applied to both cancellation or rescheduling of classes in accordance with the table below:

Notification Period	Cancellation or Rescheduling Charges
15 business days or more before the scheduled class	No cancellation charge
6 to 14 business days before the scheduled class	50% of total projected training costs
5 business days or less before the scheduled class	75% of total projected training costs

The total projected training costs include the planned class and equipment charges plus actual incurred expenses at cost, if applicable.

Any changes to the number of students in a class or the length of a course may affect the cost of training.

**B.2.3 Cancellation and Rescheduling Charges – Training at SAP Facility**

Cancellation Charges are applied to both cancellation or rescheduling of classes in accordance with the table below:

Notification Period	Cancellation Charge
10 business days or more before the scheduled class	No cancellation charge
4 to 9 business days before the scheduled class	50% of total projected training costs
3 business days or less before the scheduled class	100% of total projected training costs

**B.3. SAP E-Learning Courses**

SAP currently offers e-learning courses that help many different types of users learn SAP's Software functionality. In the future, the overall SAP curriculum will utilize a more blended approach and include a combination of e-learning and traditional instructor led training.

**B.3.1. SAP Hosted E-Learning Courses**

**SAP Hosted Premium E-Learning:** The customer accesses the training course hosted by SAP over the internet. Customer is provided access and information needed to log-in for the number of authorized employees (users) for twelve (12) months from the date of first user activation.

In order to establish the list price, each course is assigned to a price category. This assignment is based upon the development cost, content structure, length and topic. This list price will be used for individual sales and those bulk sales that do not qualify for any additional discount.

- Category 1 - \$75
- Category 2 - \$195
- Category 3 - \$435
- Category 4 - \$695
- Category 5 – 30% of ILT course price (converted ILT class)
- Category 6 – 60% of ILT course price (converted ILT class)
- Category 7 – 80% of ILT course price (converted ILT class)
- Category 8 - \$2,000

For qualifying bulk sales, the discounting will be based upon the aggregate value of the entire order.

The pricing is as follows:

Total Sales Value in \$USD	% Discount
\$5,000 to \$9,999	5%
\$10,000 to \$25,000	10%
\$25,001 to \$50,000	15%
\$50,001 to \$75,000	20%
\$75,001 to \$100,000	25%
\$100,001 to \$150,000	35%
\$150,001 to \$200,000	40%
\$200,001 to \$300,000	45%





\$300,001 to \$400,000	55%
\$400,001 upwards	65%

**Notes:**

- i. No maintenance fees apply.
- ii. Access duration for various online learning deliverables depends on the type of online learning and the purchase method. Here are the general access guidelines:

E-learning or OKPs, Online Knowledge Products, purchased on an individual or bulk sale basis – six month access. Subscription Libraries purchased on an individual named learner basis. With the exception of course TERPe, 3-month access; all eAcademies are 5-month access.

**B.3.2 Online Knowledge Product (OKP)**

**Description**

SAP's Online Knowledge Product (OKP) provides the earliest available training for new releases of SAP solutions and identifies the delta from one product release to another. OKP's offer a combination of recorded sessions, printed documentation, simulations, and support materials. The customer accesses the training course hosted by SAP over the internet. The customer is provided with access and information needed to login for the number of authorized employees (users) for twelve (12) months from the date of first user activation.

**Pricing**

Each Online Knowledge Product has a list price of \$500.

**B.3.3 Customer-hosted SAP E-Learning courses**

SAP E-Learning courses may be delivered for use behind a customer's firewall, without the requirement for hosting by SAP, at a fixed price per title, depending on the type of E-Learning as specified below. SAP will deliver the content via download or other media, such as CD or DVD. The license allows use within one specific legal entity; use by parent companies, subsidiaries, affiliates, etc. requires a separate license. No support, maintenance, or updates are provided.

Type	Price per title
E-Learning	\$90,000
OKP	\$35,000



C. SAP PROFESSIONAL SERVICES (SIN 132-51)

C.1 Description of Services

Upon request, SAP will provide Professional Services personnel proficient in working with the applicable SAP software. Offered services are subject to the availability of the SAP Professional Services personnel possessing the requisite expertise relating to the customer's specific requirements. Please consult with your SAP Professional Services representative prior to ordering. Statement(s) of Work ("SOW") more fully describing the applicable project assumptions, scope, duration and fees for the Services shall be required as a component of any order for SIN 132-51 Professional Services hereunder.

C.2 Rates and Discounts

All billings will be hourly and SAP will no longer invoice based on daily or half-day increments.

The following categories have been defined for SAP consultants:

- K1 = Junior Technical Support Engineer
- K2 = Technical Support Engineer I
- K3 = Technical Support Engineer II
- K4 = Technical Support Engineer III
- K5 = Senior Technical Support Engineer
- K6 = Lead Technical Support Engineer / Project Implementation Manager / Implementation Specialist
- K7 = Developer/Global Support Manager/Consulting Manager/Platinum or Senior Technical Support Engineer /Senior Project Implementation Manager/Industry Specialist
- K8 = Senior Developer/Consulting Director/ Technical Support Vice-President

The rates applicable to each category in U.S. Dollars are as follows:

	K1	K2	K3	K4	K5	K6	K7	K8
Hourly Rate	\$135	\$160	\$190	\$221	\$268	\$317	\$352	\$400

- Expenses:** as incurred per visit
- Mileage:** then current FTR/JTR mileage rate
- Discount:** Five percent (5%)

C.3 Terms and Conditions

C.3.1 Hourly rates are applied to Professional Services provided Monday through Friday, 6:00 a.m. - 8:00 p.m., excluding holidays observed by SAP.

C.3.2 The following constitutes off-hours:

- Holidays
- Weekends: 8:00 p.m. Friday until 6:00 a.m. Monday
- Weekdays: 8:00 p.m. until 6:00 a.m.

C.3.3 On-call service is a pre-arranged service by which the customer places a request to have a Professional Services Engineer accessible by pager for a specified time period. During the period for which a consultant is accessible by pager, On-Call Rates will be charged. If a consultant just actually performs services during the On-Call period, the services will be billed at the appropriate Hourly Rate or Off-Hours Hour Rate, instead of the On-Call rate. This service will be provided remotely via a telecommunications link.



**C.3.4** Remote services can be requested via SAP's toll-free number and are provided via a telecommunications link during business hours (Monday through Friday, 6:00 a.m. - 8:00 p.m.) excluding holidays observed by SAP. Remote services will be provided at the rates set forth above.

**C.3.5** Accommodations, meals and use of public transportation facilities will be charged according to actual expenditure based on the Federal Travel Regulations. For work at customer's premises, a minimum charge amounting to four (4) hours for the given consultant is billable. Travel costs are calculated from the consultant's principal office.

**C.3.6** If services are pre-arranged and the customer cancels with less than two business days notice, the customer will be billed for eight (8) hours at the applicable K-Rate.

**City of San Antonio Bid Tabulation**

Opened: August 30, 2012 For: SAP Public Budget Formulation Implementation 6100001930		WF	<b>GSA</b> SAP Public Services, Inc. 1300 Pennsylvania Ave., Suite 600 Washington, DC 20004-3012 610-661-0739
Item	Description	Qty	
1	Project Manager	560	
	Price Each		\$301.15
	Price Total		\$168,644.00
2	PEP Consultant	800	
	Price Each		\$254.60
	Price Total		\$203,680.00
3	Technical - Basis	320	
	Price Each		\$254.60
	Price Total		\$81,472.00
4	Training Lead	160	
	Price Each		\$334.40
	Price Total		\$53,504.00
5	Delivery Manager	40	
	Price Each		\$334.40
	Price Total		\$13,376.00
6	Analyst	80	
	Price Each		\$152.00
	Price Total		\$12,160.00
7	Consultant	40	
	Price Each		\$209.95
	Price Total		\$8,398.00
8	Contingency and Allowable Expenses		\$145,266.00
	Payment Terms		Net 30
	Estimated Total		\$686,500.00
	<b>Estimated Total Award</b>		<b>\$686,500.00</b>