# AN ORDINANCE 2009-03-19-0199

AUTHORIZING A CONTRACT WITH SAP PUBLIC SERVICES, INC., UTILIZING GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT GS-35F-5891H, TO PROVIDE THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT WITH SAP PUBLIC SECTOR ACCOUNTING AND PROCUREMENT SOFTWARE LICENSES FOR A COST OF \$1,200,000.00.

WHEREAS, the City seeks to improve analytics and develop a more efficient citywide budget development process; and

WHEREAS, SAP software designed by former public sector financial officers addresses end-toend public sector budget formulation; and

WHEREAS, by deploying this software, available under the General Services Administration (GSA) contract GS-35F-5891H, the City will realize the additional benefit of further leveraging its investment in the SAP platform; NOW THEREFORE,

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

SECTION 1. The offer of SAP Public Service Inc, under the General Services Administration (GSA) contract GS-35F-5891H, to procure SAP Public Sector Accounting and Procurement software licenses, in the amount of \$1,200,000.00, is hereby approved. A copy of the Contract and Bid Tab are attached hereto and incorporated herein as Attachment 1. The Director or her designee may execute this document and any necessary additional documents to carry out the purpose of this ordinance.

**SECTION 2.** a contract has been awarded from previously appropriated funding in the amount of \$1,200,000.00 from SAP Fund 43099000, Certificate of Obligation Capital Projects, SAP Project Definition 09-00012, E-Procurement Application, and is authorized to be encumbered and made payable to SAP Public Services, Inc. for accounting and procurement software licenses.

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 allocation 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 shall be effective on the tenth day after passage.

PASSED AND APPROVED this 19th day of March, 2009.

ATTEST:

APPROVED AS TO FORM:

# City of San Antonio Bid Tabulation

Opene For:	ed: March 13, 2009 SAP Public Sector Accounting & Procurement	GSA SAP Public Services, Inc.
09-094	<b>W</b> F	1300 Pennsylvania Ave. Suite 600
Item	Description	Washington, DC 20004-3012
1	Procurement for Public Sector - License Fee	\$223,256.00
2	Public Budget Formulation - License Fee	\$976,744.00
	Estimated Total Arr	\$1,200,000.00
	Estimated Total A	\$1,200,000.00
	+10	



# Federal Supply Service

# Authorized Information Technology Schedule Pricelist

GS-35F-5891H

Period Covered by Contract: August 28, 1998 THROUGH December 31, 2008

Pricelist current through Modification # PO-0054, dated September 5, 2008.





# GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item Numbers (S	SIN)	Products/Services
132-34 132-50	Perpetua Maint	tenance of Software Training Courses
SIN 132-33 - PERPETUA	L SOFTWARE LICENSES	
FSC CLASS 7030 - INFO	RMATION TECHNOLOGY SOFTWARE	
SIN 132-34 - MAINTENAI	NCE OF SOFTWARE	
No Code or Class	See FSC Class for basic software	
SIN 132-50 - TRAINING	COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE	E
FPDS Code U012		
SIN 132-51 - INFORMAT	ION TECHNOLOGY (IT) PROFESSIONAL SERVICES	
FPDS Code D302 FPDS Code D306 FPDS Code D307 FPDS Code D308	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services IT Network Management Services Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedu	ule 76)

**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 <u>not</u> 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.



Contractor:



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
<a href="http://www.sap.com">http://www.sap.com</a>

Contract Number: GS-35F-5891H

Period Covered by Contract:
August 28, 1998 through December 31, 2008

General Services Administration Federal Supply Service

Pricelist current through Modification # PO-0054, dated September 5, 2008.

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 Supply Service's Home Page via the Internet at <a href="http://www.fss.gsa.gov/">http://www.fss.gsa.gov/</a>

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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! tm on-line shopping service (<a href="www.fss.gsa.gov">www.fss.gsa.gov</a>). The catalogs/pricelists, GSA Advantage! tm and the Federal Supply Service Home Page (<a href="www.fss.gsa.gov">www.fss.gsa.gov</a>) 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 womenowned 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 concems 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.

[X] 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 for purposes of GSA Solicitation clause "C." CONTRACT CLAUSES, sub clause, "C.1, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS", PARAGRAPH (s). In the event of any conflict among any provisions of this Information Technology Pricelist, the provisions in Section 4 shall take precedence.

#### 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

132-33 Perpetual Software License14 Days ARO132-34 Maintenance of Software14 Days ARO132-50 Training30-90 Days ARO

EXPEDITED DELIVERY TIMES. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the offer or is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.



ITEMS OR GROUPS OF ITEMS (SIN or Nomenclature)

EXPEDITED DELIVERY TIME (HOURS/DAYS ARO)

132-33 Perpetual Software License

7 Days ARO

#### 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.
- c. Dollar Volume-as indicated in the GSA Pricelist.
- d. Government Educational Institutions- Additional discount as indicated in the GSA Pricelist.
- e. Other-None

#### 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 \$400.00

# 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 Numbers (SINs) 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 Regulrements

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 Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, 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. Security Requirements

- (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. Contractor does not possess a Department of Defense facility security clearance and as such can not hold valid personal security clearances for it's employees. All access to classified information would need to be performed under the sponsorship of the ordering activity or customer. This includes sponsorship of Contractor employees for personnel security clearances as required.
- (b) Travel: The Contractor 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 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, the Contractor 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, the Contractor 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: The Contractor 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, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5
- (g) Documentation/Standards: The Contractor 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, insert paragraphs [1] Termination for the ordering activity's convenience, and [2] Termination for Cause (See C.1.).

### 16. GSA Advantagel

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 (ex.: Netscape). The Internet address is <a href="http://www.fss.gsa.gov/">http://www.fss.gsa.gov/</a>.

# 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 8.401(d).



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.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

# 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

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist

#### 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: <a href="https://www.sap.com">www.sap.com</a>

The EIT standard can be found at: 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 <a href="http://www.core.gov">http://www.core.gov</a>.

# 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/Acceptance

SAP shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any Software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming Software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the Software, unless the change is due to the defect in the Software.

# 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 six (6) months 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 effort to correct the 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 a third-party Software malfunction.
- (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 (610) 725-4545 or (800) 677-7271 for the purpose of providing User assistance and guidance in the implementation of the Software. The technical support number is 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.
- **4.2** 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 acceptance 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.

#### 4.4 ENTERPRISE SUPPORT SERVICES:

This Section 4.4. 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.

#### 4.4.1 Definitions:

- 4.4.1.2. "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.
- 4.4.1.3 "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.
- 4.4.1.4 "Production System" shall mean a live SAP system used for normal business operations and where Licensee's data is recorded.
- 4.4.1.5 "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.
- 4.4.1.6 "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.



4.4.2 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**

- 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.

#### **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 Enterprise Support Solutions, including Service Level Agreements for Initial Reaction Time and Corrective Action (as described in Section 4.4.2.1).
- Global 24x7 escalation procedures.

SAP Support Advisory Center – as described in Section 4.4.2.2

Continuous Quality Checks – as described in Section 4.4.2.3

SAP Solution Manager Enterprise Edition – as described in Section 4.4.2.4

#### Other Components, Methodologies and Content

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



In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that License provide remote access as specified in Section 4.4.3.2(iii). SAP Enterprise Support is provided exclusively to Licensee's Customer Competency Center.

The following Service Level Agreements ("SLA" or "SLAs") shall apply to all Licensee support messages that SAP accepts as being Priority 1 or 2 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the Effective Date of this Schedule and the completion of Licensee's implementation of the mandatory recommendations resulting from the Initial Assessment specified in Section 4.4.2.2 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.

#### 4.4.2.1.1 SLA for Initial Response Times:

- a. <u>Priority 1 Support Messages ("Very High")</u>. 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.
- c. For further information on assigning priority levels see SAP Note 67739 available in the SAP Notes Database on the SAP Service Marketplace via http://service.sap.com/notes.
- 4.4.2.1.2 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.

#### 4.4.2.1.3 Prerequisites and Exclusions.



- 4.4.2.1.3.1 <u>Prerequisites.</u> 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.
- 4.4.2.1.3.2 <u>Exclusions</u>. 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.

#### 4.4.2.1.4 Service Level Credit.

- 4.4.2.1.4.1 SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Licensee submits less than twenty (20) messages (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the Enterprise Support term, Licensee agrees that SAP shall be deemed to have met the its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA time-frame in more than one support message during the applicable Calendar Quarter.
- 4.4.2.1.4.2 Subject to Section 4.4.2.1.4.1 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 4.4.2.1.4, 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 sole and exclusive remedy with respect to any alleged or actual Failure.
- 4.4.2.2 <u>SAP Support Advisory Center</u>. For Priority 1 and Top-Issues directly related to the Enterprise Support Solutions, SAP shall designate a global contact unit within SAP's support organization (the "Support Advisory Center"). The Support Advisory Center will perform the following tasks: (i) remote support for Top-Issues the Support Advisory Center will act as an additional escalation level; (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 Competency Center if requested by Licensee; and (iv) providing guidance in cases in which Continuous Quality Checks (as defined in Section 4.4.2.3 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 via (preferred) email twenty-four hours a day, seven days a week or telephone.

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

4.4.2.3 SAP Continuous Quality Check. SAP will provide at least one Continuous Quality Check (the "Continuous Quality Check" or "CQC") per year for each SAP Software Solution. The CQC may consist of one or more manual or automatic remote service sessions. SAP may deliver further CQC's in cases where vital alerts reported by 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.

4.4.2.4 <u>SAP Solution Manager Enterprise Edition</u>. 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.

4.4.3. <u>Licensee's Responsibilities</u>.



- 4.4.3.1 SAP Enterprise Support Program Management. In order to receive SAP Enterprise Support hereunder, Licensee shall designate a qualified English speaking contact within its Customer Competency Center ("CCC") 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.
- 4.4.3.2 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 pursuant to the contract and these terms.
  - (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 CCC meeting the requirements specified in Section 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.
- 4.4.4. <u>Customer Competency Center (CCC)</u>. In order to receive SAP Enterprise Support hereunder, Licensee shall establish an organizational unit within Licensee's organization that acts as Licensee's central point of contact with SAP.



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

Each CCC must maintain an internal Help Desk to provide first level support to Licensee's Named Users. Such internal Help Desk(s) must be staffed with a sufficient number of support consultants trained in the support and administration of the Enterprise Support Solutions during Licensee's normal working hours, but no less than eight hours a day, five days a week. All Named Users may have access to SAP's support portal however, only Licensee CCC employees are authorized to contact SAP after attempting to resolve the matter. Each CCC shall coordinate Licensee's Modification notification and disclosure requirements and shall coordinate Licensee's development requests. Licensee's CCC is responsible for the administration and management of the requirements specified herein including, but not limited to, performing periodic self audits to ensure Licensee's compliance with the license grant, maintaining master and installation data and managing the release order process. In the event Licensee does not establish and maintain CCC(s) in accordance with the above, SAP reserves the right to increase Licensee's then current maintenance percentage factor then in effect. Licensee is required to certify their CCC through an audit, conducted by SAP, verifying Licensee's compliance with the obligations described in this Section 4.4.4.

4.4.5. <u>Enterprise Support Fees.</u> 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%.

- 4.4.6 <u>Term and Termination</u>. After the initial term, Enterprise Support 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 Enterprise Support period during which the termination notice is received by SAP. Notwithstanding the foregoing, SAP may terminate Enterprise Support after thirty days' written notice of Licensee's failure to pay Enterprise Support Fees.
- 4.4.7 <u>Changes to Licensee Information</u>. 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 the terms herein, 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 4.4.2.4.
- 4.4.8. 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 4.4.6 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.
- 4.4.9. Other Terms and Conditions.



- 4.4.9.1 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.
- 4.4.9.2 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.
- 4.4.9.3 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.
- 4.4.9.4 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.
- 4.4.9.5 SAP Enterprise Support is provided according to the current maintenance phases of SAP Software releases as stated in http://service.sap.com/releasestrategy.

# 4.5 SAP PRODUCT SUPPORT FOR LARGE ENTERPRISES SCHEDULE

This Section 4.5 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.

#### 4.5.1 Definitions:

- 4.5.1.1 "Business Objects" shall mean Business Objects S.A., a societe 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.
- 4.5.1.2 "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.
- 4.5.1.3 "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.
- 4.5.1.4 "Production System" shall mean a live SAP system used for normal business operations and where Licensee's data is recorded.
- 4.5.1.5 "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.
- 4.5.1.6 "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.

4.5.2 <u>Scope of SAP Product Support for Large Enterprises</u>. 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 (for more information refer to Section 2.1).
- 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 4.5.2.2 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.
- 4.5.2.1. 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 License 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").



4.5.2.2 <u>SAP Solution Manager Enterprise Edition</u>. 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.

#### 4.5.3 Licensee's Responsibilities.

- 4.5.3.1 <u>SAP Product Support for Large Enterprises Program Management</u>. 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.
- 3.2 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.
- 5.4.4 <u>Customer Center of Expertise</u>. 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.

#### 4.5.5 Maintenance and Revenue Thresholds.

- 4.5.5.1 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").
- 4.5.5.2 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



- 2009; 19.83% in 2010; 21.42% in 2011; 22% in 2012. 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 2012; 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 2012; and thereafter the then-current SAP Enterprise Support Factor according to SAP's then current price list.
- 4.5.5.3 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.
- 4.5.5.4 Licensee shall not receive any refund, including, but not limited to, previously paid maintenance fees, e.g., fees paid for SAP Enterprise Support.
- 4.5.6 <u>Fees for SAP Product Support for Large Enterprises</u>. 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.
- 4.5.7 <u>Termination</u>. 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.
- 4.5.8 <u>Verification</u>. 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 (ii) 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.
- 4.5.9 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.
- 4.5.10 Other Terms and Conditions.
- 4.5.10.1 The scope of SAP Product Support for Large Enterprises may be changed by SAP at any time upon three months prior written notice.
- 4.5.10.2 SAP does not support any software other than PSLE Solutions.
- 4.5.10.3 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).
- 4.5.10.4 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.



- 4.5.10.5 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.
- 4.5.10.6 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.
- 4.5.10.7 SAP Product Support for Large Enterprises is provided according to the current maintenance phases of SAP Software releases as stated in <a href="http://service.sap.com/releasestrategy">http://service.sap.com/releasestrategy</a>.

#### 5. Period of Maintenance (132-34)

- 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 thirty (30) 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 thirty (30) 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 - (132-33 and 132-34)

- a. Software acquisition is limited to commercial computer Software defined to be: COMMERCIAL COMPUTER SOFTWARE Computer Software which is used regularly for other than Government purposes and is sold, licensed or leased in significant quantities to the general public at established catalog prices.
- b. When acquired by the ordering activity, commercial computer Software and related Documentation so legend 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 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 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 commercial computer Software; and to combine it with other Software. 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 thirty days after SAP gives ordering activity notice of ordering activity 's material breach of any provision of the Agreement (other than ordering activity 's breach of its obligations under Section 4, Subsection 4, Paragraph 7 of the Schedule Pricelist [Page 23] 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 and each of its authorized Affiliates 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.



# 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

A written order, EDI (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. The order 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. Involces 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 an Agency that have the computer Software delivered and acceptance of the computer Software has been completed.
- 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; Class schedules; and 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, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulations or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.
- e. 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. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

#### 2. Performance incentives

- a. Performance incentives may be agreed upon between the Contractor 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 the contractor 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 the contractor. 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. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor 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 Contractor travel. Contractors 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 the Contractor, require the Contractor 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 the Contractor, 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, the Contractor 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 the Contractor, 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, the Contractor 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 the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor 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 the Contractor

The Contractor shall comply with all 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 Contractor access to all facilities necessary to perform the requisite IT Services.



# 9. Independent Contractor

All IT Services performed by the Contractor 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 the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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 Contractors, 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

The Contractor, 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 the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service 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 the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for fumishing 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.

<u>Functional Responsibility</u>: 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

#### K2 (Technical Support Engineer I)

<u>Minimum/General Experience</u>: 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.

<u>Functional Responsibility</u>: 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

#### K3 (Technical Support Engineer II)

<u>Minimum/General Experience</u>: 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.

<u>Functional Responsibility</u>: Demostrates 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 mySAP system, demonstrate and again 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

#### K4 (Technical Support Engineer III)

<u>Minimum/General Experience</u>: 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.

<u>Functional Responsibility</u>. 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 mySAP 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

#### 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 mySAP 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 mySAP 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

#### 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 recongnized expert in more that 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.

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

Minimum Education: BS/BA

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 that one SAP implementation. Possible SAP specific Project Management experience. Platinum SAP experience possible. Possible mastery of SAP architecture/functional core competencies and a recongnized expert in more than one area. Is a resource to their consultants in all defined areas of expertise. Significatnt SAP training (training in different modules or toolsets). SAP proficiency of High. Hot skills are applicable in this role.

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



role. Mastery of mySAP architecture/functional core competencies and a recongnized expert in more that one area. Is a resource to other consultants in all defined areas of expertise.

Minimum Education: BS/BA

#### 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 that one SAP implementation. Possibly Project Management experience. Extensive SAP experience. Platinum SAP experience possible. Mastery of SAP architecture/functional core competencies and a recongnized expert in more than one area. Is a resource to ther 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.

<u>Functional Responsibility</u>: 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



#### 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 Fax 610-661-3654 email <a href="mailto:christopher.pfendner@sap.com">christopher.pfendner@sap.com</a>.



### ATTACHMENT 2 - SUGGESTED FORMATS FOR BLANKET PURCHASE AGREEMENTS

## BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE (Insert Customer Name)

In the spirit of the Federal Acquis cooperative agreement to further Services Administration (GSA) F	reduce the administ	rative costs of acquir			
Federal Supply Schedule contract the development of technical doc permitted with Federal Supply Sc	cuments, solicitations	and the evaluation of	of offers. Te	aming Arrang	ements are
This BPA will further decrease coindividual purchases from the scordering activity that works better	hedule contract. The				
Signatures					
ORDERING ACTIVITY	DATE	_			
CONTRACTOR	DATE	<del>_</del> -			



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	CUSTOMER NAME) I PURCHASE AGREEMENT
Pursuant to GSA Federal Supply Schedule Cont SAP agrees to the following terms of a Blanket I Activity):	tract Number(s), Blanket Purchase Agreements, Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering
(1) The following contract items can be ordered the terms and conditions of the contract, except	under this BPA. All orders placed against this BPA are subject to as noted below:
MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
(2) Delivery:	
DESTINATION	DELIVERY SCHEDULE/DATES
<del></del>	<del></del>
(3) The ordering activity estimates, but does no will be	t guarantee, that the volume of purchases through this agreement
(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
	<del></del>
(7) Orders will be placed against this BPA via E	Electronic Data Interchange (EDI), FAX, or paper.
(8) Unless otherwise agreed to, all deliveries ur slips that must contain the following information	nder this BPA must be accompanied by delivery tickets or sales 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 a customer agency 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 or 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:

- o The customer identifies their requirements.
- o Federal Supply Schedule Contractors may individually meet the customers needs, or -
- o Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- o 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. Description of R/3 Software Functionality Technology Environments Supported

SAP is the world's leading supplier of integrated client/server application software. SAPs' R/3 system seamlessly links administrative processes into a logical flow and provides access to critical information in real time. The R/3 software can be installed on a wide variety of hardware platforms, using the most advanced operating systems. The open systems environment of R/3 gives the Government freedom of choice to select the computing platforms and systems that best meet Government needs. Because R/3 was designed for open system, client/server environments, it includes an easy-to-use graphical user interface and menu-driven functions that are uniform across R/3 applications.

SAP championed the concept of three-tier client/server architecture in the early 1990's with the introduction of R/3. In later releases, SAP has continued to add innovative technology capabilities, such as making R/3 business processes available through the World Wide Web and introducing advanced Application Link Enabling (ALE) so you can run distributed processes.

The multilayer architecture of the R/3 system makes possible the decoupling of the application logic from the presentation and the database, which is a prerequisite for efficient workload distribution in client/server configurations. Implementation of separate servers for particular tasks (e.g., database management, online application processing, optical archiving, offline background processing) makes optimal use of the performance potential and different cost structures of available hardware architectures.

The three-tier architecture minimizes network traffic between the application tier and the presentation tier since all application processing occurs at the application tier. The application servers deliver an intelligent data stream of information to the presentation device, which then provides a graphical display optimized for the presentation operating system. This approach enables thousands of online users, including wide-area network (WAN) and dialup users, to interact effectively with the R/3 system.

The R/3 basis layer contains the middleware of the R/3 system and forms the foundation for the system. It makes the application independent of the system interfaces of the operating system, database system, and communication system used, and it ensures optimal handling of the business transactions. The application layer, which implements the business functions and processes of the R/3 system, sits on top of the basis layer. The R/3 system architecture, with its three or more tiers and its basis and application layers, provides scalability, portability, interoperability, and openness.

The following standards are incorporated into the architecture of R/3:

- o The POSIX specifications for low-level operating system interfaces
- o ANSI-C for programming in SAP Basis system
- o ODBC, ANSI-SQL, and SAP-SQL for accessing the underlying relational database
- o EDI, TCP/IP, CPI-C, OLE 2.0, and OSF/DCE/DME for communication among system
- o Common User Access (CUA) presentation standards using Microsoft Windows 3.1

SAP provides mechanisms for interfacing external systems to R/3 in either a real-time or batch mode. In either case, all business rules (including security, input validation, and transaction integrity) are preserved because the interfaces are made at the application tier rather than directly against the database. SAP has published numerous interface protocols and application programming interfaces (APIs) that allow third party systems to send data to and receive data from R/3. Any system that can transfer data via an ASCII delimited file, OLE/DCOM, external C calls, or TCP/IP will be able to share information with R/3. These mechanisms may be used to interface or



integrate R/3 with your existing, legacy systems as well as with new, third party systems you wish to purchase either through SAP or independently. SAP has certified products from over 200 business partners as working effectively with the R/3 system.

#### 2. Software Functional Description

#### SAP R/3 Application System

The R/3 system is comprised of integrated software, which may be configured and used in part or in whole. For convenience in describing the functions supported by R/3, SAP breaks the description of the system down into modules. However, these module designations are for descriptive purposes only. The entire R/3 system uses the same database and shares the same processing. During the configuration process, you specify which functions you want the R/3 system to support and how you want it to handle them. You can implement the R/3 system in phases as well. For example, you could implement the logistics functions first, the human resources functions second, and the financial accounting and budgeting functions later.

The R/3 system enables fast and simple tailoring of standard applications through comprehensive configuration tables, which are included in the online Business Engineering Workbench delivered with the system. These comprehensive business rules allow the system to reflect the processing requirements most appropriate for your organization as well as reflect new changes occurring during the life of your system.

The R/3 system provides comprehensive functionality in a wide variety of areas to support the public sector's requirements. The following functions, among others, are supported:

Financial Accounting – including general ledger, accounts payable, accounts receivable, special ledgers, and consolidations

Budgeting - including budget formulation, funds allocation, funds control, and budgetary reporting

Controlling – including overhead cost management, activity-based costing, product cost accounting, and profitability analysis

Project Management - including project accounting, project milestone planning and management, earned value analysis, project budget management, and desktop project system integration

Fixed Asset Accounting – including capitalization of fixed assets, depreciation calculations, and maintenance of fixed asset accounting records

Materials Management – including material requirements planning, purchasing, goods movement, inventory management, warehouse management, and vendor evaluation

Sales and Distribution – including sales activities, inquiries/quotations/orders, pricing, availability checking, electronic data interface (EDI), contracting, shipping, billing, and returns processing

Other Logistics Functions – including production planning and control, production planning for process organizations, quality management, and maintenance and service management

Human Resources – including organizational management, employee administration, time management, payroll processing, and employee development

Employee Self Service applications are a set of easy-to-use applications and components that empower employees to view, create, and maintain employee related data anytime, anywhere, via the corporate internet. Use of the HAHTsite development tool is required.



For more information on these and other functions supported by the R/3 system, please contact the SAP Federal Sales Administrator.

#### ABAP/4 Workbench

The ABAP/4 Workbench is SAP's development environment for creation of enterprise-wide client/server business solutions. It supports the entire software development cycle with tools for modeling, programming in the fourth-generation language (4GL) ABAP/4, definition of data and table structures, and the design of graphical user interfaces. Extensive resources for software testing, tuning, and maintenance, as well as for the work of large development teams, are also available. As a supplement to the development tools, SAP delivers a library of prebuilt business and software components that can be easily incorporated into custom programs.

In the ABAP/4 Workbench, application development metadata, such as the definition of tables and data structures, is created, managed, and actively incorporated into the program execution with the ABAP/4 Development Dictionary. The ABAP/4 Workbench stores ABAP/4 programs, screen descriptions, documentation, and help texts in the central R/3 Repository.

Using R/3 tools, entirely new developments are possible, as well as extensions of the R/3 applications delivered by SAP. A fundamental value provided is the developer does not have to worry about system specific interfaces or system related communication and distribution aspects of the client/server environment. A graphical screen painter is provided for the creation and modification of user interface screens. Applications created with these tools take advantage of R/3's basis layer and can run on all SAP supported hardware, operating systems, databases, and GUI environments without any additional work.

#### Computer Center Management System (CCMS)

System monitoring functions are integrated into the R/3 system through the Computer Center Management System (CCMS). CCMS offers performance monitors, alert monitors, and a performance database showing historical performance figures to enable smooth operation of R/3 installations. Detailed information about the behavior of applications and their interaction with the system software – operating system, database, network – is collected and displayed graphically. To do so, CCMS acquires performance-related data about the platforms from special data collectors, which have been defined in agreement with SAP's system partners. Problem situations, for example bottlenecks in certain system resources, can be recognized quickly and corrected. CCMS also has the ability to make predictions about database size growth and potential table space problems.

The history of all relevant performance data of an R/3 installation is stored in a performance database and can be used by the system administrator for predicting future system performance. For instance, it is possible to predict future bottlenecks of disk peripherals by observing the growth rate of the application data. In addition, the performance databases of customer installations are used extensively by SAP's Early Watch service. At regular intervals, Early Watch specialists analyze customer installations and provide notes in a written report on the optimal configuration of the system, on performance improvement, and on bottlenecks that might appear in the future. A long distance connection, for example over X.25, ISDN, or Frame Relay, is required for participation in the Early Watch service.

#### **Third Party Products**

Business Software, Inc. ("BSI") is an integrated US Payroll Tax software (with constant updates) for HR/Payroll. With BSI, a third party tax authority will maintain tax tables at the federal, state, or local level. Accurate, up-to-date tax rates are ready in your system.

#### 3. Glossary

"ABAP/4 Workbench Users" ("D/W Users") means those individuals authorized to use the ABAP/4 Workbench. Each D/W User must also be licensed as a Basis User. (Applies only to R/3 Software.)



- "Basis Users" means those individuals authorized to access the licensed Software solely for the purpose of executing the following transactions: (i) document management, including optical archiving; (ii) workflow organizational management; (iii) monitoring and administration of the Software; (iv) creating IDocs; (v) initializing workflows; (vi) all Enterprise Office/HR User transactions in the licensed Software as specified herein; and (vii) all transactions in the licensed Human Resources functionality. (Applies only to R/3 Software.)
- "Business Third Party" means any third party that requires access to the Software in connection with the operation of the Government's business including, but not limited to, customers, distributors, and suppliers.
- "Correction Level" means a change in the Software between Versions (3.1(a)).
- "Designated Unit" means each individual computer in which the Software and Third-Party Database are installed.
- "Developer User" is a Named User who uses the development and administration tools provided with mySAP Solutions for the purpose of modifying, deploying and managing SAP applications. The Developer User does not include the rights granted under a Professional User license or Limited Professional User license. The Developer User does include the rights granted under an Employee User license and the rights granted under the SAP NetWeaver Developer User. Developers and administrators using SAP Connectors, including but not limited to SAP Business Connector, SAP JAVA Connector, SAP .Net Connector, must be licensed as a Developer User. (Applies only to mySAP Software.)
- "Development Workbench User" (DW User) is a Named User authorized to use the Development Workbench. A DW User authorization is required to create SAP R/3 Enterprise specific workflow definitions. DW Users are not entitled to access the standard SAP R/3 Enterprise function blocks (except BC Basis). (Applies only to R/3 Software.)
- "Documentation" means SAP's standard Documentation, in any medium, which is delivered to the Government under this Schedule Contract, including SAP's standard manuals, program listings, data models, flow charts, logic diagrams, functional specifications, instructions, and complete or partial copies of the foregoing.
- "Employee User" is a Named User who performs employee self-service related (non-job specific) roles supported by the Software. Each Employee User shall access the Software solely for such individual's own purposes and not for or on behalf of other individuals. (Applies only to mySAP Software.)
- "Enterprise Office/HR Users" means those individuals authorized to access the licensed Software solely for the purpose of executing the following transactions: (i) employee records maintenance; (ii) employee time and attendance entry; (iii) employee travel and expense report filing; (iv) employee directory; (v) employee training registration; (vi) employee opportunity inquiry and response; (vii) calendar functions; (viii) employee specific purchase requisition; and (ix) e-mail including document filing. Each Enterprise Office/HR User may execute the above transactions solely for such individual's own purposes or on behalf of other licensed Users and may not execute transactions for or on behalf of unlicensed individuals.
- "Extension" means an addition to the Software, which does not require a Modification.
- "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.
- "Information Users" ("Info Users") means those individuals authorized to access the licensed Software solely to perform "read only" Software transactions. (Applies only to R/3 Software.)



"Limited Professional User" is a Named User who is an employee of the Ordering activity or a Business Third Parties performing limited operational related roles supported by the Software. Those employees of Business Third Parties that are performing functions or roles normally performed by the customer's employees, for example independent contractors, consultants or temporary employees need to be licensed as Professional Users. The Limited Professional User license includes the rights granted under an Employee User license. The number of Limited Professional Users shall not exceed fifteen percent (15%) of the total number of Professional Users licensed under the Agreement. (Applies only to mySAP Software.)

"Modification" means a change to the Software, which changes the source code.

"Named Users" means any combination of users licensed under this Contract. (Applies only to mySAP Software.)

"Operational Users" means those individuals authorized to access the licensed Software to execute Software transactions. Each Named or Operational User must also be licensed as a Basis User. (Applies only to R/3 Software.)

"Non-Productive Use" means Use of the Software solely for the Government's internal training, testing, or developmental work in support of their Productive Use environment.

"Productive Use" means Use of the Software solely to operate the Government's internal information technology operations.

**"Professional User"** is a Named User who performs operational related roles supported by the Software. The Professional User license includes the rights granted under the SAP NetWeaver Professional User. The Professional User license includes the rights granted under a Limited Professional User license. (Applies only to mySAP Software.)

"Program Concepts" means the concepts, techniques, ideas, and know-how embodied and expressed in any computer programs or modules included in the Software, including their structure, sequence, and organization.

"Proprietary Information" means: (i) with respect to SAP and its licensors, the Software, Third Party Database, Third Party Software and Documentation and any complete or partial copies thereof, the Program Concepts, Third-Party Database, any other Third-Party Software licensed with or as part of the Software, benchmark results,; and (ii) information reasonably identifiable as the confidential and proprietary information of SAP or the Government or their licensors excluding, any part of the SAP or the Government Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

"Release" means each issuance of the Software, excluding Third Party Software and Third Party Database Software, identified by the numeral to the left of the decimal point (e.g., 3.0).

"Requisitions and Confirmation Users" ("R/C Users") means those individuals authorized to access the licensed Software solely for the purpose of submitting purchase requisitions or entering production order completion confirmations. (Applies only to R/3 Software.)

"SAP NetWeaver Developer User" is a Named User who uses the development and administration tools provided with SAP NetWeaver for the purpose of modifying, deploying and managing SAP or 3rd party applications or for the purpose of creating, modifying, deploying and managing custom developed applications. The SAP NetWeaver Developer User includes the right granted under the SAP NetWeaver Professional User.



- "SAP NetWeaver Professional User" is a Named User who uses the tools provided with SAP NetWeaver for the purpose of deploying and managing 3rd party or custom developed applications.
- "Software" means (i) all Software specified herein and developed by SAP or it's licensor's and delivered to the Government hereunder; (ii) any Releases, Versions, or Correction Levels of the Software as contemplated by this Schedule Contract; and (iii) any complete or partial copies of any of the foregoing.
- "Territory" means the forty-eight (48) contiguous States including the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico. "Third Party Front-End" means any Government or third-party software and/or device interfaced to the Software.
- "Third Party Database" means third-party proprietary database Software licensed through SAP to the Government.
- "Third-Party Software" means third-party proprietary Software licensed through SAP to the Government (i.e. iXOS Software or BSI U.S. Payroll Tax Processing Software).
- "Use" means to load, execute, access, employ, utilize, store, or display the Software.
- "Users" means any combination of Named or Operational, Information, R/C, D/W, Basis, Enterprise Office/HR, or Session Users licensed under this Schedule Contract. (Applies only to R/3 Software.)
- "Version" means each issuance of each Release of the Software, excluding Third-Party Database and Third Party Software, identified by the numeral to the right of the decimal point (3.1).
- "VIP Professional User" is a Named User of Licensee who is authorized to access the NRX Software solely for performing operational roles related to the NRX Software as defined below. All VIP Professional Users must also be licensed under the Agreement as Named Users of SAP Software.
- "xEM Professional User" xEM Professional User is a Named User who performs strategic activities supported by the Software, such as Emissions analysis, Scenario analysis and Emissions trading. The xEM Professional User license includes those rights granted under an xEM Limited Professional and xEM Employee User license.
- "xEM Limited Professional User" xEM Limited Professional User is a Named User who performs managerial related activities supported by the Software, such as accessing general data, compliance management and drilldown reports. The xEM Limited Professional User executes the functionality related to Emissions Estimation and includes those rights granted under an xEM Employee User license.
- "xEM Employee User" xEM Employee User is a Named User who performs compliance reporting and general reporting related activities supported by the Software. Each xEM Employee User may access the Software solely for such individual's own purposes.
- "xPD Management User" xPD Management User is a Named User who performs managerial related activities supported by the Software, such as facilitating idea submission, screening, consolidating and dispatching of ideas, as well as initiating, driving and controlling concept development projects. The Manager User license includes those rights granted under an xPD Participant User license.
- **"xPD Strategy User"** xPD Strategy User is a Named User who performs strategic activities supported by the Software, such as concept and product portfolio management, as well as monitoring innovation process key performance indicators (KPIs). The xPD Strategy User license includes those rights granted under a xPD Management and Participant User license.
- "xPD Participant User" xPD Participant User is a Named User who supports a company's innovation process by providing information to ideas and concepts. The xPD Participant User performs activities, such as editing ideas and providing deliverables for concept assessment.



"xRPM Management User" xRPM Management User is a Named User who performs managerial related activities supported by the Software, such as accessing project overview and drilldown reports, executing and approving staffing requests for projects, and assigning tasks to project team members. The Manager user license includes those rights granted under a xRPM Participant User license.

"xRPM Strategy User" xRPM Strategy User is a Named User who performs strategic activities supported by the Software, such as project portfolio management, accessing key performance indicators (KPIs), and defining and approving projects. The xRPM Strategy User license includes those rights granted under an xRPM Management and Participant User license.

"xRPM Participant User" xRPM Participant User is a Named User who performs only team self-service related activities supported by the Software, such as searching for relevant projects, maintaining skills, completing project assessments, and reporting task completion percentage and hours worked on tasks. Each Participant user may access the Software solely for such individual's own purposes.

#### 4. 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 Third Parties

- 1. For R/3 Licensees: Business Third Parties may have access to the Software provided: (i) each Business Third Party shall execute a non-disclosure agreement provided by SAP; (ii) all Business Third Parties accessing the Software shall be licensed as Users; (ii) Business Third Parties are expressly limited to screen access to the Software; (iv) in no circumstances may Business Third Parties have access to Software source code; (v) in no circumstances shall Business Third Parties Use the Software to operate or manage the business of such Business Third Parties (vi) such Use shall not constitute an unauthorized exportation of any SAP Proprietary Information under U.S. Government laws and regulations.
- 2. For mySAP Licensees: Business Third Parties may have access to the Software provided (i) all Business Third Parties accessing the Software through password identification shall be licensed as Named Users; (ii) all other usage or access to the Software by Business Third Parties shall be licensed as Transaction Usage; (iii) Business Third Parties are expressly limited to screen access to the Software; (iv) in no circumstances may Business Third Parties have access to Software source code; (v) in no circumstances shall Business Third Parties Use the Software to operate or manage the business of such Business Third Parties (vi) such Use shall not constitute an unauthorized exportation of any SAP Proprietary Information under U.S. Government laws and regulations.
- 3. 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 Third Parties pursuant to this Contract, the Government shall secure the right for SAP to audit such Business Third Party as specified in this Paragraph.
- 4. 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, SAP New Dimension Products and U.S. Only Components may not operate on the same computer.

- 5. 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.
- 6. In the event the Government terminates any delivery order for Software prior to acceptance or 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.
- 7. (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.

#### 8. Patent and Copyright Idemnity

Notwithstanding any other provisions of this Schedule Contract or Pricelist, SAP will defend to the extent permitted under subsection (b.) below, the Government against a claim that the Software fumished and used within the scope of the license granted hereunder infringes a U.S. patent or copyright and SAP will pay resulting costs, damages and attorney's fees awarded, subject to the limitations of liability set forth in Paragraph 9 below, provided that:

- a. The Government notifies SAP in writing of the claim as soon as practical; and
- b. SAP shall have been given such opportunity as is offered by applicable laws, rules, or regulations to participate in the defense thereof. The Government shall make every effort to permit SAP to fully participate in the defense and/or in any settlement of such claim.

If such claim has occurred, or in SAP's opinion is likely to occur, the Government agrees to permit SAP, at its option and expense, either to procure for the Government the right to continue using the Software or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the Government agrees, on reasonable advance written notice from SAP, to return or destroy the originals and all copies of the Software received from SAP, subject to the Government's right to require continued use of the Software pursuant to the provisions of 28USC1498. In the event of such continued use, the Government shall notify SAP in writing of its election to continue to be licensed with respect to the Software and agrees to undertake at the Government's expense the defense of any action against the Government and to indemnify SAP with respect to all costs, damages, and attorneys' fees attributed to such continued use after such notice is given to SAP, it being understood that SAP may participate at its expense in the defense of any such action if such claim is against SAP.

SAP shall have no obligation to defend the Government or to pay costs, damages, or attorney's fees for any claim based upon (1) use of other than a current unaltered Release of the Software if such infringement would have been avoided by the use of a current unaltered Release of the Software, or (2) the combination, operation, or use of any Software, (excluding Third Party Database Software and Third Party Software) or Documentation furnished hereunder with any other software or (3) use of the licensed Software in other than the specified operating environment if such infringement would have been avoided by use in the specified operating environment.

The foregoing states the entire obligation of SAP with respect to infringement of third party intellectual property rights.

#### 9. 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 Agreement for: (i) any alteration of the Software to fit the particular requirements of the Government; or (ii) the correction of any defects resulting from Modifications or Extensions or as a result of misuse of the Software by the Government; or (iii) preparation or conversion of data into the form required for use with the Software; or (iv) ensuring the security of Government's networked installation of the Software. THE SOFTWARE IS NOT SPECIFICALLY DEVELOPED OR LICENSED HEREUNDER FOR USE IN ANY DIRECT AND ACTIVE OPERATIONS OF ANY EQUIPMENT IN ANY NUCLEAR, AVIATION, MASS TRANSIT, OR MEDICAL APPLICATIONS, OR IN ANY OTHER INHERENTLY DANGEROUS APPLICATIONS. THE PARTIES HERETO AGREE THAT USE OF THE SOFTWARE AND THIRD-PARTY SOFTWARE FOR FINANCIAL APPLICATION PURPOSES OR SUCH OTHER ADMINISTRATIVE PURPOSES SHALL NOT BE DEEMED INHERENTLY DANGEROUS APPLICATIONS IF SUCH USE DOES NOT AFFECT THE OPERATIONS OR MAINTENANCE OF SUCH EQUIPMENT. 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 SIN 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 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 LICENSE FEE 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 SIN 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 SIN 132-51. 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.



- 10. All Software and Documentation delivered under this Contract is subject to current U.S. export
- 11. License Key: Each Productive Use copy and Non-Productive Use copy of the Software licensed hereunder requires a license keycode. For each installation of the Software, five (5) keycodes shall be provided; quantity one (1) for Productive Use of the Software; and quantity four (4) for Non-Productive Use of the Software. The license keycodes will be issued by SAP or it's licensors within four (4) weeks from the date of installation of the Software on each Designated Unit. The required form to receive the license keycodes from SAP must be executed by the Government and faxed to SAP or it's licensors within the four (4) week period following installation of the Software. The applicable form and fax number will be included in each installation kit provided to the Government upon delivery of the Software. In the event the Government subsequently changes Designated Units for Use of the licensed Software the Government must be re-issued license keycodes for each respective copy of the licensed Software. Failure of the Government to obtain necessary license keycodes for the licensed Software within four (4) weeks of installation of such Software, will cause the Software to have limited User access until such time as the license keycodes are issued.
- 12. For each delivery of licensed Software under this contract, the Government shall have a fifteen (15) day Acceptance Period, beginning on the Delivery Date, in which to evaluate the Software. During the Acceptance Period, the Government may cancel the license by giving written notice to SAP, deleting the Software from any Designated Unit(s) on which it has been installed, and returning all Software discs and Documentation to SAP. Unless cancellation notice is given prior to the end of the Acceptance Period, the Software will be deemed to have been accepted on the last day of the Acceptance Period.
- 13. 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. The Government shall refer to the Figure that provides information on the current Designated Unit(s), intranet server(s) or internet server(s) listed under Section 4., subparagraph B. entitled "EQUIPMENT PLATFORMS, OPERATING SYSTEMS, AND DATABASES SUPPORTED BY R/3 SOFTWARE".

#### 14. Business Connector

- a. Use of the Business Connector licensed pursuant to this Contract is limited to the following: (1) data conversions between (i) a data format consistent with the Software and (ii) a standard format based upon Extensible Markup Language ("XML"); Hypertext Markup Language ("HTML") or a successor format thereto; (2) communication of such converted data using the HTTP protocol in interaction with other systems and web browsers over intranets, extranets, the Internet or another form of distributed network; (3) communication between: (i) one or more systems operating the Software; and (ii) one or more other systems operating the Software; and (4) communication between one or more systems operating the Software and the mySAP.com portal. If the Government desires to engage in data conversions and/or communications outside the scope of this Paragraph 14, the Government must obtain a separate license from a third party.
- b. The standard version of the Business Connector may be downloaded by the Government from SAP's intranet, SAPNET.
- c. The secure version of SAP Business Connector (128 bit encryption) with strong encryption technology (SSL with long 128 bit keys) must be licensed separately for each mySAP.com Delivery Order. In the event the Government has licensed the secure version of the Business Connector pursuant to Section 4, Subsection 9 of this Schedule Pricelist, the Government acknowledges that (1) the product contains 128 byte encryption and (2) cannot be exported outside of the United States without the prior approval of the



United States Department of Commerce. The Government can obtain the secure version of the Business Connector for use in the U.S. and Canada by contacting Foad Vafaei at foad.vafaei@sap.com. To obtain a secure version of the Business Connector for use outside of the United States or Canada, the Government may contact Helmet Glaezner at helmet.glaezner@sap-ag.de.

#### 15. "Drag and Relate" Functionality

The "drag and relate" functionality provided by the SAP Workplace licensed pursuant to Section 4, Subsection 9 of this Schedule Pricelist allows the Government to access data provided by the Software and by external data sources through web technologies. The dragging and relating of data from external data sources other than through web technologies, i.e. legacy systems, requires a separate license, which must be obtained from a third party.

- 16. Knowledge Management Solution for Training
- a. The Knowledge Management Solution for Training ("KMS-T") is comprised of the technical infrastructure licensed pursuant to Item A.1 of this Pricelist, standard SAP training materials accessible through the technical infrastructure, if licensed pursuant to Section 4, Subsection 9 of this Schedule Pricelist ("KM-Content/Training Material") and a sample client database for conducting training exercises (IDES Training System). All KM-Content/Training Material is deemed to be SAP Proprietary Information as defined in this Contract.
- b. The Government is not authorized to use the KMS-T to provide training to any third party except as permitted in the Agreement. All Users of the KMS-T must be licensed as Named Users under the Agreement.
- c. Any derivative product or customization of the KMS-T made or developed by the Government shall be the Proprietary Information of SAP, excluding Government Proprietary Information that may be included in such derivative product or customization. The Government shall not release, disclose or otherwise make the KMS-T available to any third party except as expressly permitted in the Agreement.
- d. The IDES Training System is provided "as-is" with no warranty or maintenance.

#### 5. 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.

mySAP solutions are either available as individual solutions (mySAP solutions) or as a solution suite (mySAP Business Suite). mySAP solutions are purchased or licensed for a pre-defined number of Named Users per user category and solution.



For mySAP Business Suite at least 25% of all customer employees must be licensed as Named Users. The customer purchases mySAP Business Suite for a pre-defined number of Named Users per user category. The mySAP Business Suite license allows customers to access mySAP solutions listed herein.

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 mySAP Business Suite or an individual mySAP 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 (SIN 132-33) is only available to existing R/3 customers.

#### Volume Discount Schedule

Total Li	st Price License Fee (i	n USD)	GSA Discount	Federal Educational Institutions
0	· to	649,999	20.25%	30.25%
650,000	to	999,999	30.25%	40.25%
1,000,000	to	2,249,999	35.25%	45.25%
2,250,000	to	4,799,999	40.25%	50.25%
4,800,000	to	9,399,999	46.25%	56.25%
9,400,000	to	16,799,999	53.25%	63.25%
16,800,000	to	28,799,999	61.25%	71.25%
28,800,000	And A	bove	70.25%	80.25%

The customer receives one or more copies of the software in return for a one-time payment.

The customer may receive a volume discount (above) based on the size of the total list price license. Subsequent licenses are treated as separate business transactions, and the discounts are calculated based on the size of such business transactions only.



#### A. FUNDAMENTALS

#### A.1. Introductory Notes

Information about current country availability, supported languages, supported operating systems, databases as applicable to SAP software and third party software available through SAP shall be provided to customers on request.

#### A.2. Basic Principles of Software Licensing

SAP software pricing is mainly based on Named User fees, fees for Product Options, fees for Generic Packages, Industry Packages and Supplementary Product fees. Pricing is based on the utilization of the software independent of the technical interface chosen to access functions and data.

#### A.2.1. Named Users

A Named User is an employee of customer, its affiliates or an employee of business third parties authorized to access, directly or indirectly, the licensed software.

For pricing and licensing purposes Named Users are categorized into the following user types:

#### A.2.1.1. SAP Application User Categories

SAP Application Developer User is a Named User who uses the development tools provided with SAP NetWeaver for the purpose of modifying the licensed SAP Applications. The SAP Application Developer User does include the rights granted under the SAP NetWeaver Developer User. The SAP Application Developer User does not include the rights granted under a SAP Application Professional User license or SAP Application Limited Professional User license. The SAP Application Developer User does include the rights granted under an SAP Application Employee User license.

<u>SAP Application Professional User</u> is a Named User who performs operational related roles supported by the licensed software. The SAP Application Professional User license includes the rights granted under a SAP Application Limited Professional User license.

SAP Application Limited Professional User is a Named User who performs limited operational related roles supported by the licensed software. Users accessing the software solely through handheld device scenarios may be licensed as SAP Application Limited Professionals. The agreement must define in detail the limited use rights being performed by such SAP Application Limited Professional Users. In particular employees of business third parties may be licensed as SAP Application Limited Professional Users. Those employees of business third parties that are performing functions or roles normally performed by the customer's employees, for example independent contractors, consultants or temporary employees need to be licensed as SAP Application Professional Users. The SAP Application Limited Professional User license includes the rights granted under an SAP Application Employee User license. The number of SAP Application Limited Professional Users licensed.

SAP Application Employee User is a Named User authorized to access the licensed software solely for the purpose of executing the following transactions **provided the ERP Package is licensed**: (1) desktop procurement self-services, (2) travel planning and expense reporting, (3) talent management self-services including employee appraisals, employee development plans, employee training registration, employee opportunity inquiry and response, (4) read-only analytics. Each SAP Application Employee User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The SAP Application Employee User license includes the rights granted under an SAP Application Employee Self Service license.



SAP Application Employee Self Service (ESS) User is a Named User authorized to access the licensed software solely for the purpose of executing the following HR self-services transactions **provided the ERP Package is licensed**: (1) employee records maintenance, (2) employee time and attendance entry, (3) employee directory, (4) benefits enrollment. Each SAP Application Employee Self Service User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals.

Licensed SAP Application users may access the software via handheld device scenarios according to their license grant.

#### A.2.1.2. SAP Business Suite / SAP solution User Categories

<u>SAP Developer User</u> is a Named User who uses the development tools provided with SAP NetWeaver for the purpose of modifying SAP solutions. The SAP Developer User does include the rights granted under the SAP NetWeaver Developer User. The SAP Developer User does <u>not</u> include the rights granted under a SAP Professional User license or SAP Limited Professional User license. The SAP Developer User does include the rights granted under a SAP Employee User license.

<u>SAP Professional User</u> is a Named User who performs operational related roles supported by the software. The SAP Professional User license includes the rights granted under a SAP Limited Professional User license.

SAP Limited Professional User is a Named User who performs limited operational related roles supported by the software. Users accessing the software solely through handheld device scenarios may be licensed as SAP Limited. Professionals The agreement must define in detail the limited use rights being performed by such SAP Limited Professional Users In particular employees of business third parties may be licensed as SAP Limited Professional Users. Those employees of business third parties that are performing functions or roles normally performed by the customer's employees, for example independent contractors, consultants or temporary employees need to be licensed as SAP Professional Users. The SAP Limited Professional User license includes the rights granted under a SAP Employee User license. The number of SAP Limited Professional Users shall not exceed fifteen percent (15%) of the total number of SAP Professional Users licensed.

<u>SAP Employee User</u> is a Named User authorized to access the licensed software solely for the purpose of executing the following transactions: (1) desktop procurement self-services, (2) travel planning and expense reporting, (3) talent management self-services including employee appraisals, employee development plans, employee training registration, employee opportunity inquiry and response, (4) read-only analytics.. Each SAP Employee User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals. The SAP Employee User license includes the rights granted under a SAP Employee Self Service User license.

SAP Employee Self Service User (ESS) is a Named User authorized to access the licensed software solely for the purpose of executing the following HR self-services transactions: (1) employee records maintenance, (2) employee time and attendance entry, (3) employee directory, (4) benefits enrollment. Each SAP Employee Self Service User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals

Licensed SAP users may access the software via handheld device scenarios according to their license grant. Users accessing the software solely through supported handheld device scenarios should be licensed as Limited. Professionals.

#### A.2.1.3. SAP NetWeaver User Categories

<u>SAP NetWeaver Developer User</u> is a Named User who uses the development tools provided with SAP NetWeaver for the purpose of modifying third party applications or for the purpose of creating and modifying custom developed applications.



<u>SAP NetWeaver Professional User</u> is a Named User who uses the administration tools provided with SAP NetWeaver for the purpose of administering and managing all SAP NetWeaver capabilities, third party or custom developed applications.

Developers and administrators using SAP Connectors, including but not limited to SAP Business Connector, SAP JAVA Connector, SAP .Net Connector, must be licensed as SAP NetWeaver Developer User.

#### A.2.1.4 SAP Platform User Categories

<u>SAP Platform Professional User</u> is a Named User who (i) accesses the licensed SAP software solely from a SAP Certified Integration through Enterprise Services as defined in the Enterprise Service Repository provided by SAP and (ii) performs operational related roles supported by the software.

The SAP Platform Professional User license includes the rights granted under a SAP Platform Limited Professional User license. It also includes the rights granted under a SAP NetWeaver Full Use license.

SAP Platform Limited Professional User is a Named User who (i) accesses the licensed SAP software solely from a SAP Certified Integration through Enterprise Services as defined in the Enterprise Service Repository provided by SAP and (ii) performs limited operational related roles supported by the software. In particular employees of business third parties are to be licensed as Limited Professional Users. Those employees of business third parties that are performing functions or roles normally performed by the customer's employees, for example independent contractors, consultants or temporary employees need to be licensed as Professional Users. The number of Limited Professional Users shall not exceed fifteen percent (15%) of the total number of Professional Users licensed.

The SAP Platform Limited Professional User license includes the rights granted under an SAP Platform Employee User license. It also includes the rights granted under a SAP NetWeaver Full Use license.

SAP Platform Employee User is a Named User who (i) accesses the licensed SAP software solely from a SAP Certified Integration through Enterprise Services as defined in the Enterprise Service Repository provided by SAP and (ii) accesses the licensed software for the purpose of executing the following transactions provided the ERP Package is licensed: (1) desktop procurement self-services, (2) Travel planning and expense reporting, (3) talent management self-services including employee appraisals, employee development plans, employee training registration, employee opportunity inquiry and response, (4) read-only analytics. Each Employee User shall access the software solely for such individual's own purposes and not for or on behalf of other individuals.

The SAP Platform Employee User license includes the rights granted under an SAP Platform ESS User license. The SAP Platform Employee User license also includes an application-specific run-time license of SAP NetWeaver for the licensed SAP Applications as well as for the 3rd party application through which such User is accessing the licensed SAP Software as long as use of this application remains limited to the transactions permitted by this user license.

SAP Platform Employee Self Service (ESS) User is a Named User who (i) accesses the licensed SAP software solely from a SAP Certified Integration through Enterprise Services as defined in the Enterprise Service Repository provided by SAP and (ii) accesses the licensed software solely for the purpose of executing the following HR self-services transactions provided the ERP Package is licensed: (1) employee records maintenance, (2) employee time and attendance entry, (3) employee directory, (4) benefits enrollment. Each Employee Self Service (ESS) User shall access the software solely for such individual's

own purposes and not for or on behalf of other individuals.

The SAP Platform Employee Self Service (ESS) User license includes an application-specific run-time license of SAP NetWeaver for the licensed SAP Applications as well as for the 3rd party application through which such User is accessing the licensed SAP Software as long as use of this application remains limited to the transactions permitted by this user license.



#### Please note:

"SAP Certified Integration" shall mean a 3<sup>rd</sup> party application which received a certificate under the terms and conditions of the SAP Integration and Certification Center, as listed under <a href="http://www.sap.com/partners/icc/">http://www.sap.com/partners/icc/</a>. For avoidance of doubt, this definition shall not include any 3<sup>rd</sup> party application which is licensed by SAP.

As an exception, Duet even when licensed by SAP shall be treated as SAP Certified Integration. Therefore the proper SAP Platform user license is sufficient to fulfill the general user license requirement of Duet. However, it does not include the Duet package license itself.

The right to access SAP software via other interfaces than Enterprise Services as for example SAP GUI or BAPIs is not included in the rights of any SAP Platform User. A list of all SAP provided Enterprise Services is available on SAP's internet page.

Any change of or addition to the Enterprise Service Repository provided by SAP is only allowed subject to prior written approval by SAP and is not covered by the user types as described under this section.

#### A.2.2. Product Options, Industry Packages and Supplementary Products

Product Options, Generic Packages and Industry Packages are priced based on key business metrics such as orders, contracts, gross written premium, patients treated, etc. All Product Options, Generic Packages, Industry Packages and Supplementary Products are recommended packages for the relevant industry only. Licensing of certain packages for another industry might be applicable and is possible.

Third party products supplementing SAP software and which are available from SAP are grouped under Supplementary Products.

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

As part of SAP Supply Chain Management SAP delivers certain geographical data. Usage of this data in public marketplaces or exchanges or outside of the geocoder 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.

Further additions to SAP solutions and SAP Applications may be listed in a separate appendix to this price list.

#### A.2.3. SAP NetWeaver

An application specific runtime license of SAP NetWeaver is included with SAP Application or SAP solution licenses.

If a customer wants to use SAP NetWeaver technology outside of the scope of the application specific runtime license additional licensing is required by way of a SAP NetWeaver Full Use license. Such SAP NetWeaver Full Use license is independent of an application and complementary to an application specific runtime license. A full use license allows licensee to operate any type of custom-developed or third party application.

Any type of custom developed software or third party application developed with and/or deployed on the SAP NetWeaver may utilize MaxDB delivered as part of SAP NetWeaver Full Use license. Any other usage of MaxDB with SAP application components or SAP solution components requires an application specific database license according to section I.B.9. For all databases other than MaxDB, the customer has to acquire the database license for use with the SAP NetWeaver Full Use license directly from the respective database vendor.



In case SAP NetWeaver Full Use is used to build and operate a custom developed application and/or a 3<sup>rd</sup> party application, that interfaces and accesses SAP application components or solution components, all users accessing SAP application components or solution components through such custom developed application and/or 3<sup>rd</sup> party application need to be licensed as Named Users of the respective SAP Application or SAP solution license according to II.A.2. as well.

#### A.2.8. Country Surcharges

All prices, unless otherwise indicated herein, are subject to country surcharges as described in B.8.

#### A 3 Reserved

#### A.4. Contract Price

The contract price is defined as the total list price license fee less standard volume discounts (A.3.). It is calculated as follows:

a. Determine the SAP Application Value (SAV)

(Exclude all price list items that do <u>not</u> contribute to the SAP Application Value (non-SAV items) from this calculation.)

The SAP Application Value is determined separately for discountable and non-discountable price list items (include any applicable country surcharges for such calculation).

- Summing up Named User, discountable Product Option, discountable Industry Package and discountable Supplementary Product list prices (except the above mentioned non-SAV items) yields the discountable portion of the SAP Application Value.
- Summing up list prices of (local) non-discountable items (except the above mentioned non-SAV items) yields the non-discountable portion of the SAP Application Value.
- b. 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.

- Multiplying the discountable portion of the SAP Application Value by appropriate percentage yields the discountable portion of the database price.
- Multiplying the non-discountable portion of the SAP Application Value by appropriate percentage yields the non-discountable portion of the database price.
- c. Determine list price subtotal for items that do <u>not</u> contribute to the SAP Application Value (sub-total non-SAV items)

(Include only price list items that do not contribute to the SAP Application Value for this calculation.)

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 (include any applicable country surcharges for such calculation).

 Summing up list prices of discountable price list items that do not contribute to the SAP Application Value yields the discountable portion of the subtotal of non-SAV items.



- Summing up list prices of non-discountable price list items that do not contribute to the SAP Application Value yields the non-discountable portion of the subtotal of non-SAV items.
- d. Add discountable and non-discountable portion of the SAP Application Value, discountable and non-discountable portion of the database price and discountable and non-discountable subtotal of price list items that do not contribute to the SAP Application Value to arrive at the total list price.
- e. Determine standard volume discount percentage according to total list price from volume schedule in A.3.
- f. Applying standard volume discount to discountable portion of total list price (= discountable portion of SAP Application Value plus discountable portion of database price plus discountable portion of subtotal of non-SAV items) and adding the non-discountable portion of total list price (= non-discountable portion of SAP Application Value plus non-discountable portion of database price plus non-discountable portion of subtotal of non-SAV items) yields the contract price.



#### **B. PRICES (SIN 132-33)**

#### B.1. SAP Applications

The items mentioned in this section. SAP Application Named User types are not available to SAP Business Suite and/or SAP solution customers.

#### **B.1.1. SAP Application Users**

SAP Application			Prices (USD	)	
Named User	Developer	Professional	Limited	Employee	ESS
			Professional		
12	9,000	4,800	1,950	600	187.50

#### B.1.2. SAP Platform Users (SAP Application)\*

SAP Platform		Prices (USD	)	
Named User	Professional	Limited	Employee	ESS
	0.000	Professional	075	450
	3,000	1,500	375	150

<sup>\*</sup>Generic Packages and/or Industry Packages are to be licensed in addition to SAP Platform Users.

#### **B.1.3. ERP Package**

ERP Package	Price (USD)
ENF Fackage	24,000
ERP Package is comprised of the prev	ious SAP ERP solution and includes five (5) SAP
Application Professional Users	

Generic Packages and/ or Industry Pacakges are to be licensed in addition to SAP Platform Users

#### B.2. SAP Business Suite (solution suite) and SAP solutions (Individual solutions) (SIN 132-33)

The items mentioned in this section. SAP Business Suite and SAP solutions (individual solutions) are only available for licensing to **existing** SAP Business Suite and/or SAP solution customers.

#### **B.2.1. SAP Business Suite Users**

SAP Business Suite			Prices (USD)		
Named User	Developer	Professional	Limited Professional	Employee	ESS.
	9.000	5,700	2.250	600	187.50

#### **B.2.2. SAP Solutions Users**

SAP Solutions Named Users			Prices (USD)		
Mailled Gaels	Developer	Professional	Limited	Employee	ESS
SAP ERP	9,000	4,800	Professional 1,950	600	187.50



SAP Solutions Named Users	Prices (USD)					
	Developer	Professional	Limited Professional	Employee	ESS	
SAP Customer Relationship Management	9,000	7,500	2,475	N/A	N/A	
SAP Supply Chain Management	9,000	7,500	3,750	N/A	N/A	
SAP Supplier Relationship Management	9,000	4,500	1,500	525	N/A	
SAP Product Lifecycle Management	9,000	5,550	2,250	N/A	N/A	

Minimum license fee for SAP solutions corresponds to the list price of ten (10) Professional Users for such solution.

### B.2.3. SAP Platform Users (SAP)\*

SAP Platform Named		Prices (USD)	57.	
Users	Professional	Limited Professional	Employee	ESS
	3,000	1,500	375	150

<sup>\*</sup>Product Options are to be licensed in addition to SAP Platform Users.

#### B.3. Product Options applying to SAP ERP

Product Options are to be licensed in addition to SAP Application, SAP Business Suite or SAP Solution Named Users. That is, unless otherwise stated herein, a user accessing a Product Option must be licensed as Named User too. Such Named Users may access Product Options to the extent of their licensed user category.

#### **B.3.1 Sales/Service Order Processing**

Summing up the partial amounts in each zone yields the list price license fee.

Sales/ Service Order Processing	Number of orders/year	Price per order (USD)	Max. cumulated price (USD)
	<= 25,000	1.50	37,500 (Minimum license fee)
	25,001 - 100,000	0.75	93,750
	100,001 – 1,000,000	0.50	543,750
	1,000,001 – 3,000,000	0.30	1,143,750
	3,000,001 - 7,000,000	0.15	1,743,750
	7,000,001 – 15,000,000	0.075	2,366,250
	> 15,000,000	0.03	2,366,250+ (n > than 15,000,000) times 0.03

The pricing for Sales/Service Order Processing is based on the total number of externally created sales and service orders processed per year. Externally created orders are those orders that are not entered by a Named User.



#### **B.3.2. Purchase Order Processing**

Summing up the partial amounts in each zone yields the list price license fee.

Purchase Order Processing	Number of orders/year	Price per order (USD)	Max. cumulated price (USD)
0.04	<= 25,000	1.50	37,500 (Minimum license fee)
144	25,001 – 100,000	0.75	93,750
	100,001 – 1,000,000	0.525	566,250
	1,000,001 – 3,000,000	0.30	1,166,250
	3,000,001 – 7,000,000	0.15	1,766,250
	7,000,001 – 15,000,000	0.075	2,366,250
	> 15,000,000	0.03	2,366,250 + (n > than 15,000,000) times 0.03

The pricing for Purchase Order Processing is based on the total number of externally created purchase orders processed per year. Externally created orders are those orders that are not entered by a Named User. This product should be licensed when 3rd party order entry systems are interfaced to ERP solution components.

#### **B.3.3. Payroll Processing**

Payroll Processing	For n units of 500 Master Records	Price per unit (USD)	Price formula (USD)
	"n" units	11,250	n * 11,250

Payroll Processing considers the trade union, best business practices and legal requirements of a particular country that are part of the calculation of the salary that every employee gets per payroll period. A master record represents one contractual relationship between the company and an employee whose payroll is being calculated.

Note, that payroll processing for the USA requires third party software that is subject to additional license fees. Open market, non-contract prices are available on request.

#### **B.3.3.1 U.S. Payroll Tax Processing**

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 employees over 1,000 times USD 2.40)
5,001 to 40,000	21,600 + (USD 600 for each 1,000 employees or fraction thereof over 5,000)
40,001 to 100,000	42,600 + (USD 1,500 for each 5,000 employees or fraction thereof over 40,000)
100,001 to 200,000	60,600 + (USD 1,500 for each 10,000 employees or fraction thereof over 100,000)
200,001 and up	75,600 + (USD 1,500 for each 20,000 employees 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 Payrol 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. 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.

#### B.3.4. e-Recruiting

e-Recruiting For n units of 500 employees	Price per unit (USD)	Price formula (USD)
"n" units	22,500	n * 22,500

#### B.3.5. FSCM- Biller Direct, Dispute, Credit and Collections Management

SAP Financial Supply Chain Management - Biller Direct, Dispute, Credit and Collections Management comprises:

- SAP Biller Direct
- SAP Dispute Management
- SAP Credit Management
- SAP Collections Management.

The list price license fee is derived from the table and adding the base price of 90,000 USD for each of the licensed FSCM components licensed yields the list price license fee for SAP FSCM.

SAP FSCM – Biller Direct, Dispute, Credit and Collections Mgmt	Number of active customers and vendors	Price per customer or vendor (USD)	Price formula (USD) the base price of 90,000 USD for each of the licensed FSCM components needs to be added to the final pricing
	<= 25,000	7.50	n * 7.50
	25,001 to 100,000	3.75	187,500 + (n – 25,000) * 3.75
	100,001 to 500,000	1.50	468,750 + (n – 100,000) * 1.50
	500,000 + n	0.75	1,068,750 + (n – 500,000) * 0.75

SAP Financial Supply Chain Management – Biller Direct, Dispute, Credit and Collections Management (SAP FSCM) is priced based on number of active customers and vendors, which are defined as customer or vendor master records with financial transactional data within the last 2 years.



#### B.3.5.1. SAP FSCM - Bank Relationship Management:

SAP FSCM – Bank Relationship Management	Number of active customers, vendors, and business partners	Price per customer or vendor (USD)	Price formula (USD)
	<= 25,000	7.50	90,000 + n * 7.50
	25,001 to 100,000	3.75	277,500 + (n – 25,000) * 3.75
	100,001 to 500,000	1.50	558,750 + (n – 100,000) * 1.50
	500,000 + n	0.75	1,158,750 + (n – 500,000) * 0.75

SAP Financial Supply Chain Management – SAP Bank Relationship Management is priced based on the total number of active customers, vendors, and business partners, which are defined as customer respectively vendor master records with financial transactional data within the last 2 years.

SAP Financial Supply Chain Management – Bank Relationship Management includes SAP Integration Package for SWIFT.

#### B.3.6. FSCM - Treasury Management and In-House Cash

SAP Financial Supply Chain Management – Treasury Management and In-House Cash comprises SAP Treasury and Risk Management and SAP In-house Cash.

The list price license fee for SAP FSCM – Treasury Management and In-House Cash is derived from the table below and adding the base price of 90,000 USD for each of the licensed FSCM components.

SAP FSCM - Treasury Management and In-House Cash	For n business partner	Price per unit (USD)	Price formula (USD)
	"n" units	7,500	n * 7,500

Business partners are master records for counter-parties, subsidiaries, headquarters or main loan partners with financial transactional data within the last 2 years.

Use of the SAP Treasury and Risk Management solution 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

#### **B.3.7. SAP Real Estate Management**

SAP Real Estate Management – Commercial	For n users	Price per unit (USD)	Price formula (USD)
Use	up to 5		90,000 Base price
	Above 5	9,000	90,000 + (n - 5) * 9,000

The use of SAP Real Estate Management by a separate legal entity that is dedicated to managing the group's real estate is treated as commercial use. Consequently, such use requires a license for Real



Estate Management for Commercial Use.

SAP Real Estate For n units of 1,000 rental units	Price per unit (USD)	
Use "n" units	18,000	n * 18,000

Residential use refers to all property where people live in their private time such as flats, apartments, houses, etc. A rental unit can be an apartment, flat, or house and related garages, or parking space that are used by residential tenants. This price list entry is applied to professional real estate companies such as housing companies and all other companies managing residential used space (e.g., a company providing residential space to their employees).

#### B.3.8. Environment, Health & Safety

Environment, Health & Safety	For n units of 100 million USD revenue	Price per unit (USD)	Price formula (USD)
	1		37,500 Base price
	Above 1	25,500	37,500 + (n – 1) * 25,500

Note that SAP does not support dangerous goods/ hazardous material checks (particularly with regard to class 1 and 7) and therefore does not deliver any such checks with its software. The customer shall be responsible for reviewing any dangerous goods/ hazardous material checks made by using SAP software.

#### **B.3.9. SAP Learning Solution**

SAP Learning Solution	For n units of 500 learners	Price per unit (USD)	Price formula (USD)
	"n" units	45,000	n * 45,000

#### **B.3.10. SAP Enterprise Learning Environment**

	For n units of 500	Price per unit	Price formula
SAP Enterprise Learning Environment	learners	(USD)	(USD)
Property and the second	"n" units	60,000	n * 60,000

"SAP Enterprise Learning Environment" includes the capabilities covered by Adobe Connect Meeting for use as a virtual classroom environment (for usage with "SAP Enterprise Learning Environment" only)

#### **B.3.11.** Duet

Duet (jointly developed by SAP and Microsoft).

Duet	For n users	Price per unit (USD)	Price formula (USD)
(jointly developed by SAP and Microsoft)	"n" units	100	n * 100



The list price license fee for Duet is charged on top and in addition to the applicable Named User fee. The list price license fee is not discountable and the fee does not contribute to the SAV.

#### **B.3.11. SAP Enterprise Learning Environment**

SAP Enterprise	For n units of 500 learners	Price per unit	Price formula (USD)
Learning Environment		(USD)	en e
	"n" units	60,000	n * 60,000

"SAP Enterprise Learning Environment" includes the capabilities covered by Adobe Connect Meeting for use as a virtual classroom environment (for usage with "SAP Enterprise Learning Environment" only)

#### B.4. Generic Packages

Generic Packages are to be licensed in addition to SAP Application, SAP Business Suite or SAP Solution Named Users. That is, unless otherwise stated herein, a user accessing a Generic Package must be licensed as Named User, too. Such Named Users may access Generic Packages to the extent of their licensed user category. If a customer requiring CRM is in an Industry that has an Industry Specific CRM Package then that customer should license such Industry Specific CRM Package as opposed to licensing the CRM Generic Package.

#### **B.4.1. SAP Customer Relationship Management**

		B2C campaigns	America - P.W.
	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 250		37,500 Base price
	251 to 2,500	75	37,500 + (n – 250) * 75
	Above 2,500	52.50	206,250 + (n - 2,500) * 52.50
SAP Marketing	7.15.20.00	B2B campaigns	
	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 25		37,500 Base price
	26 to 250	750	37,500 + (n – 25) * 750
	Above 250	525	206,250 + (n - 250) * 525

Definition of metric(s) relevant for this Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

ı	SAP Sales Management	For n units of Price per unit Price formula
ı	OUI COICO MINITARCITICITE	1 of it dilite of Finds per dilit Finds formula



	1,000 sales orders	(USD)	(USD)
	Up to 25	-	37,500 Base price
Andrew State Company	26 to 2,500	75	37,500 + (n – 25) * 75
	Above 2,500	37.50	223,125 + (n – 2,500) * 37.50

Definition of metric(s) relevant for this Package: Annual number of sales orders based on one-order documents which are executed in the system and triggered from CRM.

<b>3</b>	For n units of 1,000 service requests	Price per unit (USD)	Price formula (USD)
SAP	Up to 50	-	37,500 Base price
Service Management	51 to 1,000	150	37,500 + (n – 50) * 150
	Above 1000	37.50	180,000 + (n – 1000) * 37.50

Definition of metric(s) relevant for this Package: Annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders.

#### **B.4.2. SAP Governance, Risk and Compliance**

Maximum List Price is 6,648,000 USD

#### **B.4.2.1. SAP GRC Access Control Bundle**

SAP GRC Access Control Bundle comprises Virsa Compliance Calibrator for SAP, Virsa Access Enforcer for SAP, Virsa Firefighter for SAP, and Virsa Role Expert for SAP.

SAP GRC Access Control Package	revenue (Mio. USD)	Price per unit (USD)	Price (USD)
	Up to 250		112,500 Base Price
	251 to 500		258,000
	501 to 1,000		430,500
	1,001 to 3,000		1,204,500
	3,001 to 5,000		1,927,500
	5,001 to 10,000	· <del>-</del>	3,034,500
	10,000 plus n units		3,034,500
	of 10,000 Mio USD revenue		+ (n * 1,204,500)

SAP GRC Access	Assets under	Price per unit	Price
Control Package	Management	(USD)	(USD)
(Banking)	(billion USD) Up to 2.5		112.500
			Base Price
a a tea marine and a second	2.6 to 5		258,000



6 to 10	430,500
11 to 20	1,204,500
21 to 50	1,927,500
51 to 100	3,034,500
100 plus n units of	3,034,500
100 billion USD	+ (n * 1,204,500)
Assets under	
Mgmt	

Definition of metric(s) relevant for this Package: Assets under Management. Maximum List Price is 6,648,000 USD

SAP GRC Access Control Package	Gross Premiums (Mio USD)	Price per unit (USD)	Price (USD)
(Insurance)	Up to 250		112,500 Base <i>Price</i>
	251 to 500		258,000
Soft Control of the	501 to 1,000		430,500
100 B	1,001 to 3,000		1,204,500
	3,001 to 5,000		1,927,500
	5,001 to 10,000		3,034,500
	10,000 plus n units of 10,000 Mio USD Gross Premiums		3,034,500 + (n * 1,204,500)

Definition of metric(s) relevant for this Package: Gross Premiums Maximum List Price is 6,648,000 USD

SAP GRC Access Control Package (Public Sector)	Operating Budgets (Mio USD)	Price per unit (USD)	Price (USD)
	Up to 250		112,500 Base Price
	251 to 500		258,000
	501 to 1,000		430,500
	1,001 to 3,000		1,204,500
	3,001 to 5,000		1,927,500
100	5,001 to 10,000		3,034,500
Kentur and the	10,000 plus n units of 10,000 Mio USD		3,034,500 + (n * 1,204,500)
	Operating Budgets		_
Definition of metric(s) rel Maximum List Price is 6,	evant for this Package: C 648,000 USD	perating Budgets	

SAP GRC Access Control Package	Program Budget (Mio USD)	Price per unit (USD)	Price (USD)
(Defense & Security)	Up to 50		112,500
			Base Price
	51 to 100	-	258,000
	101 to 250	_	430,500
	251 to 500	<del></del>	1,204,500
	501 to 1,000		1,927,500
	1,001 to 2,000		3,034,500



	2,000 plus n units of 4,000 Mio USD Program Budget	3,034,500 + (n * 1,204,500)	
Definition of metric(s) relevant for this Package: Program Budget  Maximum List Price is 6,648,000 USD			

# **B.4.2.2. SAP GRC Process Control**

SAP GRC Process Control Package	Company revenue (Mio USD)	Price per unit (USD)	Price (USD)
	Up to 250		112,500 <i>Base Price</i>
,	251 to 500		244,500
	501 to 1,000		712,500
	1,001 to 3,000		1,350,000
	3,001 to 5,000		2,100,000
	5,001 to 10,000		3,750,000
	10,000 plus n units of 10,000 Mio USD		3,750,000 + (n * 1,350,000)
	revenue		

SAP GRC Process Control Package (Banking)	Assets under Management (billion USD)	Price per unit (USD)	Price (USD)
	Up to 2.5		112,500 Base Price
	2.6 to 5		244,500
	6 to 10		712,500
	11 to 20		1,350,000
	21 to 50		2,100,000
	51 to 100	_	3,750,000
	100 plus n units of 100 billion USD Assets under Management		3,750,000 + (n * 1,350,000)

SAP GRC Process Control Package	Gross Premiums (Mio USD)	Price per unit (USD)	Price (USD)
(insurance)	Up to 250		112,500 <i>Base Price</i>
	251 to 500		244,500
	501 to 1,000	_	712,500
	1,001 to 2,000		1,350,000
	2,001 to 5,000		2,100,000
	5,001 to 10,000		3,750,000
Stale San Line	10,000 plus n units		3,750,000



	of 10,000 Mio USD Gross Premiums	+ (n * 1,350,000)	
Definition of metric(s) relevant for this Package: Gross Premiums  Maximum List Price is 7,800,000 USD			

SAP GRC Process Control Package (Public Sector)	Operating Budgets (Mio USD)	Price per unit (USD)	Price (USD)
	Up to 250		112,500 Base Price
	251 to 500		244,500
	501 to 1,000		712,500
	1,001 to 2,000		1,350,000
	2,001 to 5,000		2,100,000
	5,001 to 10,000		3,750,000
	10,000 plus n units of 10,000 Mio USD Operating Budgets		3,750,000 + (n * 1,350,000)

Up to 50	SAP GRC Process Control Package	Program Budget (Mio USD)	Price per unit (USD)	Price (USD)
101 to 250 712 251 to 500 1,350 501 to 1,000 2,100 1,001 to 2,000 3,750 2,000 plus n units 3,750		Up to 50		112,500 Base Price
251 to 500 1,350 501 to 1,000 2,100 1,001 to 2,000 3,750 2,000 plus n units 3,750		51 to 100		244,500
501 to 1,000 2,100 1,001 to 2,000 3,750 2,000 plus n units 3,750		101 to 250		712,500
1,001 to 2,000 3,750 2,000 plus n units 3,750		251 to 500		1,350,000
2,000 plus n units 3,750		501 to 1,000		2,100,000
	3.47	1,001 to 2,000		3,750,000
		2,000 plus n units		3,750,000
				+ (n * 1,350,000)
Program Budget		Program Budget		

# B.4.2.3 SAP GRC Risk Management

Paragraphic Action (All Control of Control o	Company revenue (Mio USD)	Price (USD)
	Up to 250	168,000 Base price
	251 to 500	367,500
SAP GRO Risk	501 to 1,000	1,155,000
Management	1,001 to 3,000	1,890,000
The party	3,001 to 5,000	2,700,000
200 March 1997	5,001 to 10,000	3,600,000
The second secon	10,001 to 40,000	Add 1,140,000 for each 10 Billion in revenues over 10B



Definition of metric(s) relevant for this Package: Annual revenue of the company. Maximum List Price is 7,020,000 USD

	Assets under Management (billion USD)	Price per unit (USD)	Price (USD)
A Comment of the Comm	Up to 2.5		168,000 Base price
	2.6 to 5		367,500
SAP GRC Risk	6 to 10		1,155,000
Management (Banking)	11 to 20		1,890,000
Surgery and the second	21 to 50		2,700,000
e puis	51 to 100		3,600,000
	100 plus n units of 100 billion USD Assets under Management		Add 1,140,000 for each 100 Billion in Assets

Definition of metric(s) relevant for this Package: Assets under Management Maximum List Price is 7,020,000 USD

Maximum List Price is 7,020,000 USD

	Gross Premiums (Mio USD)	Price per unit (USD)	Price (USD)
Albani De	Up to 250		168,000
			Base price
A Jan D. B. Maria and S. S. Maria.	251 to 500		367,500
SAP GRC Risk Management	501 to 1,000		1,155,000
(Insurance)	1,001 to 2,000		1,890,000
Maringan, Santa Santa Santa Santa Sa	2,001 to 5,000		2,700,000
et distribuis de la company	5,001 to 10,000		3,600,000
i i makan tanggan dapa si Malah dan pendaparan	10,000 plus n units of 10,000 Mio USD		Add 1,140,000 for each 10 Mio in
Aller Control	Gross Premiums		Gross Premiums

SAP GRC Risk Management (Public Sector)	Operating Budgets (Mio USD)	Price per unit (USD)	Price (USD)
Property of the Control of the Contr	Up to 250		168,000 Base price
Soft Control of the State of th	251 to 500		367,500



Participant of the second of t	501 to 1,000	1,155,000	
	1,001 to 2,000	1,890,000	
And the State of t	2,001 to 5,000	2,700,000	
	5,001 to 10,000	3,600,000	
12.5	10,000 plus n units	Add 1,140,000 for	
Talking the same of the same	of 10,000 Mio USD	each 10,000 Mio in	
<b>发展的表现。 新维斯特</b>	Operating Budgets	Operating Budgets	
Definition of metric(s) relevant for this Package: Operating Budgets			
Maximum List Price is 7,020,000 USD			

man angalanda kandele a sa g bajaka sa sa sanga sa	Program Budget (Mio USD)	Price per unit (USD)	Price (USD)
	Up to 50	<del>"                                    </del>	168,000 Base price
SAP GRC Risk	51 to 100		367,500
Management	101 to 250		1,155,000
(Defense & Security)	251 to 500		1,890,000
	501 to 1,000		2,700,000
	1,001 to 2,000		3,600,000
Participation of the Committee of the Co	2,000 plus n units of 4,000 Mio USD		Add 1,140,000 for each 4,000 Mio in
100	Program Budget		Program Budget
Definition of metric(s) relevant for this Package: Program Budget Maximum List Price is 7,020,000 USD			

### B.4.3 SAP xApps

Product Options are to be licensed in addition to SAP Application, SAP Business Suite or SAP Solution Named Users. That is, unless otherwise stated herein, a user accessing a Product Option must be licensed as a Named User also. Such Named Users may access Product Options to the extent of their licensed user category.

# B.4.3.1 SAP xApp Resource and Portfolio Management (SAP xRPM)

SAP xRPM	Portfolio Budget (Mio USD) (in increments of 25 Mio)	Price per 25 Mio USD Portfolio Budget (USD)	Price Formula (USD) n = Total Portfolio Budget (Mio USD)
	Up to 25		187,500
			Base price
	26 to 100	97,500	187,500
		*	+ (n - 25)/25 * 97,500
	101 to 200	90,000	480,000
			+ (n - 100)/25 * 90,000
	201 to 400	82,500	840,000
			+ (n - 200)/25 * 82,500
	400 + n * 25	75,000	1,500,000
			+ (n - 400)/25 * 75,000



Definition of metric(s) relevant for this xApp: Portfolio Budget (annual) means the total annual (calendar or fiscal year) budget of combined "active" portfolio items (projects, services, etc.) – not proposals – contained in SAP xRPM. Once a proposal is "approved", its budget for the year is included in the total, which is used to compute the portfolio budget total – tiered pricing is based upon this number.

### B.4.3.2. SAP xApp Product Definition (SAP xPD)

gelde de la companya	Number of Active Concept Objects	Price per unit (USD)	Price formula (USD)
SAP xApp Product Definition (SAP xPD)	Up to 100		150,000 <i>Base Pric</i> e
	101 to 500		375,000
Establishment of the second	501 to 1,000		600,000
	1,000 + n * 500		600,000 + n * 187,500

Definition of metric: An Active Concept Object (ACCO) is defined as the maximum number of currently operative objects in a system. An active concept object refers to all projects or proposals that are beyond the idea stage and are currently being worked on as concepts.

#### B.4.3.3 SAP xApp Emissions Management (SAP xEM)

SAP xEM	Units (Facilities)	Price (USD)	Max. cumulated price (USD)
	Up to 10		90,000 Base Price
	11 – 100	3,000	360,000
	101 – 500	1,875	1,110,000
	500 + n	750	1,110,000 + (n <i>times</i> 750)

Definition of metric(s) relevant for this xApp: A "unit" is defined as any emission source that is monitored by the application. There can be one or multiple emission sources per facility. As such, all emission sources are taken into account when determining the number of units, independent of the case that emissions may be measured across all sources on the facility level, independent of the case that emissions may be measured across all sources on the facility level.

# B.4.3.4. SAP xApp Cost and Quotation Management (SAP xCQM)

Number of quoted products	Price per quoted product (USD)	Max, cumulated price (USD)
Up to 500		375,000 <i>Base Price</i>
501 – 2,500	750	1,875,000
2,501 – 7,000	375	3,562,500
Above 7,000		3,562,500

Definition of metric(s) relevant for this xApp: Quotations often include more than one end product. As such, a quoted product is the sum of all quoted end products across all



quotations within a year.

## B.4.3.5. SAP xApp Integrated Exploration and Production (SAP xIEP)

SAP xIEP supports two key business scenarios: SAP xIEP Asset Maintenance and SAP xIEP Well Delivery. The license fee permits use of both scenarios and is being calculated as follows:

SAP XIEP For n units of 100,000 BOEPD	Price per unit	
"n" units	300,000	n * 300,000

Pricing is based on the hydrocarbon production rate (crude oil, condensate, natural gas and other hydrocarbon types) of an oil company's upstream segment for which SAP xIEP will be used.

#### **B.4.3.6. SAP Global Trade Services (SAP GTS)**

SAP GTS currently comprises 4 scenarios: Export, Import, Restitution and Trade Preference:

SAP GTS - Export	For n units of 1,000 shipments per year	Price per unit (USD)	Price formula (USD)
	"n" units	37,500	n * 37,500

•	For n units of 1,000 shipments per year	Price per unit (USD)	
	"n" units	60,000	n * 60,000

SAP GTS - Restitution For n units of 1,000	Price per unit	Price formula
shipments per year	(USD)	(USD)
"n" units	15,000	n * 15,000

SAP GTS – Trade Preference	For n units of 1,000 products		Max cumulated price (USD)
	Up to 100	15,000	n * 15,000
	101 – 200	11,250	1,500,000 + (n – 100) * 11,250
	201 – 500	7,500	2,625,000 + (n – 200) * 7,500
A L	Above 500	3,000	4,875,000 + (n – 500) * 3,000

# B.4.3.7. SAP xApp Manufacturing Integration and Intelligence (SAP xMII)

The list price for SAP xApp Manufacturing Integration and Intelligence (xMII) is **based on the number of plants** and the number of employees in each plant. The price per plant is calculated as in the table below and the prices for all plants where xMII is used need to be added to calculate the final price for xMII.

SAP (xMII)	Price per Plant	and the second
	Number of Plant	Price in USD
	employees	
	1 - 100	75,000



101 - 500	150,000
Above 500	300,000

## B.4.3.8. SAP xApp Lean Planning and Operations (SAP xLPO)

	Price per Plant	S Paragraph of 66
	Number of Plant employees	Price in USD
SAP xLPO	1 - 100	75,000
And the second s	101 - 500	150,000
可能是一种中华的 <sub>国际</sub> 。	Above 500	300,000

# B.4.3.9. Bundle Offering: SAP xApp Manufacturing Integration and Intelligence (SAP xMII) and SAP xApp Lean Planning and Operations (SAP xLPO)

The state of the s	Price per Plant	
and the second s	Number of Plant employees	Price in USD
SAP xMIIIxLPO	1 - 100	112,500
and the second	101 - 500	225,000
	Above 500	450,000

## B.4.3.10 SAP xApp Product Definition (SAP xPD)

	Number of Active Concept Objects	Price per unit (USD)	Price formula (USD)
SAP xApp Product	Up to 100		150,000 <i>Base Price</i>
Definition (SAP xPD)	101 to 500		375,000
specifical Sempt	501 to 1,000		600,000
A complete space.	1,000 + n * 500		600,000 + n *
Control of the Contro			187,500

Definition of metric: An Active Concept Object (ACCO) is defined as the maximum number of currently operative objects in a system. An active concept object refers to all projects or proposals that are beyond the idea stage and are currently being worked on as concepts.

# B.4.3.11. SAP xApp Sales and Operations Planning (SAP xSOP)

51,000	n * 51.000
(USD)	(000)
	formula (USD)
or n units of 100 nillion company revenue	nillion company unit

## B.4.3.12 SAP xApp Spend Analysis (SAP xSA)

SAR VSA	For n units of 1	Price per	Price
SA ANA	Mio USD Spend	unit	formula



PATON.		Volume	(USD)	(USD)
10.00	100	Up to 50		150,000
100	STREET, STREET			Base price
100000	4.0	51 to 500	675	150,000
i din	(A)			+ (n – 50) * 675
1.0	400	501 to 1,000	525	453,750
14.5	inara di Kan			+ (n - 500)*525
	IN COLUMN TO SERVICE STATE OF THE SERVICE STATE STA	Above 1,000	150	716,250
		·		+ (n – 1,000) * <u>150</u>

Definition of metric(s) relevant for this xApp is Spend Volume. Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Certain hardware, software and deployment restrictions may apply – details are available upon request.

#### B.5. Industry Packages

All Industry Packages are recommended packages for the relevant industry only. Licensing of certain Industry Packages for another industry is possible.

For SAP Application customers the licensing of certain Industry Packages require licensing of the ERP Package as a pre-requisite (exceptions from this rule are marked with the symbol (\*) in the tables below). Certain SAP solution customers who have previously licensed certain SAP Solutions, excluding SAP ERP, need to have the appropriate Named User licensed to access certain Industry Packages.

For complete lists and details of key functions provided within an industry portfolio please refer to the product documentation. Industry Packages are to be licensed in addition to Named Users. That is, unless otherwise stated herein, a user accessing Industry Packages must be licensed as a Named User too (exceptions from this rule are marked with the symbol (\*\*) in the tables below). Such Named Users may access Industry Packages to the extent of their licensed user category.

#### Manufacturing Industries

#### B.5.1. SAP for Aerospace & Defense

For n units of 1,000 sales orders	Price per unit (USD)	Price formula (USD)
Up to 25		37,500
		Base price
26 to 2,500	75	37,500
		+ (n – 25) * 75
Above 2,500	37.50	223,125
		+ (n - 2,500) * 37.50
CONTRACTOR	1,000 sales orders Up to 25 26 to 2,500	1,000 sales orders     (USD)       Up to 25     -       26 to 2,500     75

Definition of metric(s) relevant for this Industry Package: Annual number of sales orders based on one-order documents which are executed in the system and triggered from CRM.

SAP Extended Sourcing for Aerospace and Defense	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
	Up to 50	-	300,000 Base price
	51 to 500	2,625	300,000 + (n – 50) * 2,625



	501 to 1,000	2,250	1,481,250 + (n – 500) * 2,250
aprode Military	Above 1,000	450	2,606,250 + (n – 1,000) * 450
	For n back-ends	Price per backend (USD)	Price formula (USD)
	1		Included in Base Price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on back-ends. Definition of metric(s) relevant for this Industry Package: Spend volume is the amount of the company's annual spend for direct and indirect goods and services. Back-ends are ERP systems to which the industry package is connected.

SAP Marketing for Aerospace & Defense (*)	For n units of 1,000 B2B campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 25		37,500 Base price
	26 to 250	750	37,500 + (n – 25) * 750
	Above 250	525	206,250 + (n – 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of B2B campaign contacts is calculated by multiplying the number of B2B campaigns per year with the average target group size. B2B campaigns are all executed B2B campaigns which are modeled, in execution or complete in the SAP CRM system.

SAP Demand and Supply Planning for	For n locations	Price per location (USD)	Price formula (USD)
Aerospace & Defense	1 to 10	75,000	n * 75,000
	11 to 50	37,500	750,000 + (n – 10) * 37,500
	Above 50	7,500	2,250,000 + (n – 50) * 7,500
	For n units of 1,000 products	Price per unit (USD)	Price formula (USD)
	1 to 25	30,000	n * 30,000
	26 to 125	7,500	750,000 + (n – 25) * 7,500
	Above 125	3,000	1,500,000 + (n – 125) * 3,000

The total price is the sum of the prices based on locations and on products. Definition of metric(s) relevant for this Industry Package: Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). The number of products is the yearly average of number of products in characteristic combinations used for demand planning and / or planned objects in the APO master file for supply planning.

	SAP Extended Warehouses with <= 10,000	Items per day
--	--	---------------



Warehousing and Logistics for Aerospace	Warehouses	Price per warehouse (USD)	Price formula (USD)
& Defense	"n" units	225,000	n * 225,000
	Warehouses	with 10,001 to 25,00	0 items per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	525,000	n * 525,000
	Warehouses	with 25,001 to 50,00	0 items per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	1,050,000	n * 1,050,000
425	Warehouses	with 50,001 to 100,00	00 items per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
Access 6	"n" units	1,800,000	n * 1,800,000
	Warehou	ses with > 100,000 it	ems per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	Open market, non- available on reques	

The total price is the sum of the prices for the warehouses of the different sizes. Definition of metric(s) relevant for this Industry Package: The price for the individual warehouse is determined with respect to the volume handled in this warehouse, represented by the average number of delivery items per day over the period of a month (based on the month with the highest average number).

Extended Manufacturin	gNumber of employees per	Price per plant (USD)
for Aerospace &	plant	
Defense	1 – 250	75,000
	251 – 500	150,000
	501 – 1000	300,000
	1001 – 5000	600,000
	Above 5000	1,500,000

The total price is the sum of the prices for the plants of the different sizes.

Definition of metric(s) relevant for this Industry Package: A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

The photography of the second	For n partner locations	Price per unit (USD)	Price formula (USD)
SAP Logistics and	Up to 10		75,000 Base price
Fulfillment for Aerospace & Defense	11 to 50	7,500	75,000 + (n – 10) * 7,500
	51 to 500	3,750	375,000 + (n – 50) * 3,750
	Above 500	750	2,062,500



+ (n – 500) \* 750

Definition of metric(s) relevant for this Industry Package: All partner locations (both customer locations and supplier locations) in the master file.

SAP Aftermarket Service Management for Aerospace & Defense	For n units of 1,000 service requests	Price per unit (USD)	Price formula (USD)
	Up to 50	_	105,000 Base price
	51 to 1,000	750	105,000 + (n – 50) * 750
	Above 1,000	600	817,500 + (n – 1,000) * 600

Definition of metric(s) relevant for this Industry Package: Service requests are the annual number of all service related inquiries; service process types include cases, complaints, warranty claims and service orders.

SAP Service Parts Planning for Aerospace & Defense	For n units of 1 Mio. USD Inventory	Price per unit (USD)	Price formula (USD)
	1 to 75	22,500	n * 22,500
	76 to 350	11,250	1,687,500 + (n – 75) * 11,250
	Above 350	3,750	4,781,250 + (n – 350) * 3,750

Definition of metric(s) relevant for this Industry Package: Current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

## **B.5.2. SAP for Automotive**

SAP Extended Sourcing for Automotive	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
	Up to 50	-	300,000 Base price
	51 to 500	2,625	300,000 + (n – 50) * 2,625
	501 to 1,000	2,250	1,481,250 + (n – 500) * 2,250
	Above 1,000	450	2,606,250 + (n – 1,000) * 450
	For n back-ends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on back-ends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Back-ends are ERP systems to which the industry package is connected.



SAP Extended Purchasing for Automotive	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			150,000 Base price
14.5 14.5	1 to 1,000	2,250	150,000 + (n * 2,250)
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Demand and Supply Planning for	For n locations	Price per location (USD)	Price formula (USD)
Automotive	1 to 10	75,000	n * 75,000
	11 to 50	37,500	750,000 + (n – 10) * 37,500
	Above 50	7,500	2,250,000 + (n – 50) * 7,500
	For n units of 1,000 products	Price per unit (USD)	Price formula (USD)
	1 to 25	30,000	n * 30,000
200	26 to 125	7,500	750,000 + (n – 25) * 7,500
	Above 125	3,000	1,500,000 + (n – 125) * 3,000

The total price is the sum of the prices based on locations and on products. Definition of metric(s) relevant for this Industry Package: Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). The number of products is the yearly average of number of products in characteristic combinations used for demand planning and / or planned objects in the APO master file for supply planning.

SAP Lean Manufacturing for Automotive	For n partner locations / partners	Price per partner location / partner (USD)	Price formula (USD)
	Up to 5	_	45,000 Base price
	6 to 50	9,000	45,000 + (n – 5) * 9,000
A Committee	51 to 500	4,125	450,000 + (n – 50) * 4,125
	Above 500	900	2,306,250 + (n - 500) * 900



Use of RFID and Event Management is only possible if license price of Industry Package exceeds 112,500 USD. For customers using only JIT/JIS the first 3 partners are not charged.

Definition of metric(s) relevant for this Industry Package: 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. The base price package contains 50,000 in-bound JIT/JIS calls per year. Each further licensed partner permits the processing of additional 20,000 in-bound JIT/JIS calls per year. The Partner locations / partners are counted per plant of the customer to calculate the license fee.

SAP Sequenced		Plants	
Manufacturing for Automotive	Number of employees per plant		Price per plant (USD)
	1 – 250		75,000
	251 – 500		150,000
	501 – 1,000		300,000
	1,001 – 5,000		600,000
	Above 5,000		1,500,000
	Products w	/ith value < 7,5	500 USD
	For n units of 1,000 products	Price per unit (USD)	Price formula (USD)
	1 to 100	9,000	n * 9,000
	101 to 1,000	2,250	900,000 + (n – 100) * 2,250
	Above 1,000	1,500	2,925,000 +(n – 1,000) * 1,500
	Products v	vith value > 7,	
Age of the second second	For n units of 1,000 products	Price per unit (USD)	Price formula (USD)
	1 to 100	12,000	n * 12,000
	101 to 1,000	3,000	1,200,000 + (n – 100) * 3,000
	Above 1,000	2,250	3,900,000 +(n - 1,000) * 2,250

The total price is the sum of the prices based on plants and number of products Definition of metric(s) relevant for this Industry Package: A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant. The definition of products is the number of finished items planned in the rapid planning matrix, sequencing table and / or model mix planning.

SAP Vehicle Management for	For n units of 25,000 vehicles	Price per unit (USD)	Price formula (USD)
Automotive	1	-	90,000 Base price
	Above 1	75,000	90,000 + (n -1) * 75,000





The above price levels apply to the basic functionality of the package. For use of the advanced functionality, which includes reservation planning and event management, the open market, non-contract pricing is available on request.

Definition of metric(s) relevant for this Industry Package: Number of finished items ordered in one year. Finished items are vehicles and major assemblies like engines, axles, and transmissions.

SAP Marketing for Automotive (*)		B2C campaigns	
	For n units of 1,000 campaign contacts	Price per unit	Price formula (USD)
	Up to 250		37,500 Base price
	251 to 2,500	75	37,500 + (n – 250) * 75
	Above 2,500	52.50	206,250 + (n - 2,500) * 52.50
	B2B campaigns		
	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
Service Control of the Control of th	Up to 25		37,500 Base price
Control of the Contro	26 to 250	750	37,500 + (n - 25) * 750
	Above 250	525	206,250 + (n – 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

SAP After Sales Support for Automotive	For n units of 1,000 service orders and warranty claims	Price per unit (USD)	Price formula (USD)
	Up to 50		105,000 Base price
	50 to 1,000	750	105,000 + (n – 50) * 750
	1,000 + n	600	817,500 + (n – 1,000) * 600

Definition of metric(s) relevant for this Industry Package: Service requests and warranty claims per year.

SAP Service Parts For n units of	Price per unit Price formula
OA: 00,7,00   0,00   1,01,1,00 0.	
D	(400) (4100)
Planning for Automotive   1 Mio. USD	(USD)
I rounding to retorious I must obe	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \



	Inventory		
	1 to 75	22,500	n * 22,500
	76 to 350	11,250	1,687,500
			+ (n – 75) * 11,250
	Above 350	3,750	4,781,250
***			<u>+ (n – 350) * 3,750</u>

Definition of metric(s) relevant for this Industry Package: Current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

SAP Extended	Warehouses wit	h < 10,000 items pe	r day	
Warehousing and Logistics for Automotive	Warehouses	Price per warehouse (USD)	Price formula (USD)	
	"n" units	225,000	n * 225,000	
	Warehouses wit	h 10,001 to 25,000 i	tems per day	
	Warehouses	Price per warehouse (USD)	Price formula (USD)	
	"n" units	525,000	n * 525,000	
	Warehouses wit	Warehouses with 25,001 to 50,000 items per day		
	Warehouses	Price per warehouse (USD)	Price formula (USD)	
	"n" units	1,050,000	n * 1,050,000	
	Warehouses wit	h 50,001 to 100,000	items per day	
ready in the second	Warehouses	Price per warehouse (USD)	Price formula (USD)	
	"n" units	1,800,000	n * 1,800,000	
	Warehouses wit	h > 100,000 Items p	er day	
	Warehouses	Price per warehouse (USD)	Price formula (USD)	
	"n" units	Open market, navailable on req	on-contract pricing uest	

The total price is the sum of the prices for the warehouses of the different sizes. Definition of metric(s) relevant for this Industry Package: The price for the individual warehouse is determined with respect to the volume handled in this warehouse, represented by the average number of delivery items per day over the period of a month (based on the month with the highest average number).

SAP Dealer Business Management for Automotive	For n units of 2,500 finished Items	Price per unit (USD)	Price formula (USD)
	"n" units	7.500	n * 7.500

Definition of metric(s) relevant for this Industry Package: A licensed unit represents the number of finished items created per year by the customer. A finished item consists of vehicles and\or 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 for the use of this Industry Package. However, in cases of extended use of the warranty functionalities beyond those described above this exception is not applicable. Therefore, pricing of warranty claims (service requests) will follow the pricing of the "SAP After Sales Support for Automotive" Industry package.

#### **B.4.3. SAP for Chemicals**

SAP Extended Sourcing for Chemicals	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
Section 1	Up to 50	-	300,000 Base price
	51 to 500	2,625	300,000 + (n – 50) * 2,625
	501 to 1,000	2,250	1,481,250 + (n - 500)* 2,250
19 12 15 C 15 11 11 11 11 11 11 11 11 11 11 11 11	Above 1,000	450	2,606,250 + (n – 1,000) * 450
	For n back-ends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on back-ends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Back-ends are ERP systems to which the industry package is connected.

SAP Extended	For n units of	Price per unit	Price formula
Procurement for Chemicals	1 Mio. USD spend volume	(USD)	(USD)
		•	150,000
			Base price
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 to 1,000	2,250	150,000
100			+ (n * 2,250)
	Above 1,000	225	2,400,000
			+ (n – 1,000) * 225
	For n back-ends	Price per	Price formula
		backend (USD)	(USD)
	1		Included in
			base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on back-ends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spends for direct and indirect goods and services. Back-ends are ERP systems to which the industry package is connected.

	For n enterprise locations	Price per location (USD)	Price formula (USD)
Collaboration for Chemicals	Up to 2	-	150,000
Chemicais			Base price



3 to 50	75,000	150,000 + (n – 2) * 75,000
Above 50	37,500	3,750,000 + (n - 50) * 37,500
For n partner locations	Price per location (USD)	Price formula (USD)
Up to 5	-	Included in base price
6 to 50	7,500	(n – 5) * 7,500
51 to 500	3,750	337,500 + (n – 50) * 3,750
Above 500	750	2,025,000 + (n – 500) * 750

The total price is the sum of the prices based on enterprise locations and on partner locations.

Definition of metric(s) relevant for this Industry Package: Enterprise Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). Partner locations are both supplier and customer locations in the master file

SAP Extended	Warehous	ses with <= 10,000 items	s per day
Warehousing and Logistics for Chemicals	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	225,000	n * 225,000
	Warehouses	with 10,001 to 25,000 it	ems per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	525,000	n * 525,000
	Warehouses	with 25,001 to 50,000 it	tems per day
A STATE OF THE STA	Warehouses	Price per warehouse (USD)	Price formula (USD)
Service Web	"n" units	1,050,000	n * 1,050,000
	Warehouses	with 50,001 to 100,000 i	tems per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	1,800,000	n * 1,800,000
T. Bosser	Warehou	ses with > 100,000 item	s per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	Open market, non- available or	

The total price is the sum of the prices for the warehouses of the different sizes. Definition of metric(s) relevant for this Industry Package: The price for the individual warehouse is determined with respect to the volume handled in this warehouse, represented by the average number of delivery items per day over the period of a month (based on the month with the highest average number).



SAP Transportation Operations for	For n units of 1,000 freight	Price per unit (USD)	Price formula (USD)
Chemicals	units	(,	
	Up to 10	-	75,000 Base price
All Marian Land	11 to 100	3,750	75,000 + (n – 10) * 3,750
	101 to 1,000	2,250	412,500 + (n – 100) * 2,250
	Above 1,000		on-contract pricing on request

Definition of metric(s) relevant for this Industry Package: Freight units are consolidated shipments as represented in the system in a one year period.

Definition of metric(s) releva-	nt for this Industry Pa	ckage: tons of produ	ct per day
	"n" units	1,050,000	n * 1,050,000
	product per day	6.77	
Property and the second	For n units of 10,000 tons of	Price per unit   (USD)	Price formula (USD)

SAP Extended	1 to 200,000 tons p	roduction volume	
Manufacturing Planning and Execution for Chemicals	For n process orders	Price per process order (USD)	Price formula (USD)
	1 to 10,000	_	150,000 Base Price
	10,001 to 250,000	15	150,000 + (n – 10,000) * 15
	250,001 to 750,000	10.50	3,750,000 + (n – 250,000) * 10.50
	Above 750,000	7.50	9,000,000 + (n – 750,000) * 7.50
	200,001 - 2,000,000 tons production volume		
	For n process orders	Price per process order (USD)	Price formula (USD)
	1 to 10,000	-	300,000 Base Price
	10,001 to 250,000	30	300,000 + (n – 10,000) * 30
	250,001 to 750,000	25.50	7,500,000 + (n – 250,000) * 25.50
	Above 750,000	22.50	20,250,000 + (n - 750,000) * 22.50
	> 2,000,000 tons p	roduction volume	
	For n process	Price per	Price formula



orders	process order (USD)	(USD)
1 to 10,000	-	525,000 Base Price
10,001 to 250,000	52.50	525,000 + (n – 10,000) * 52.50
250,001 to 750,000	48	13,125,000 + (n – 250,000) * 48
Above 750,000	45	37,125,000 + (n – 750,000) * 45

Definition of metric(s) relevant for this Industry Package:

- a) Process orders (includes production orders, maintenance orders and inspection lots and quality/malfunction notifications) are used within the software to produce an intermediate or finished product in a 12 months timeframe.
- b) The production volume is the sum of all products produced with process orders within 12 months (measured in tons).

SAP Sales and Marketing for Chemicals (*)	For n units of 1,000 business transactions	Price per unit (USD)	Price formula (USD)
24	Up to 25	-	37,500 Base price
	26 to 2,500	75	37,500 + (n – 25) * 75
	Above 2,500	37.50	223,125 + (n – 2,500) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of business transactions (sales orders based on one-order documents which are triggered by the SAP CRM system or created opportunities).

SAP Service Management for Chemicals (*)	For n units of 1,000 service requests	Price per unit (USD)	Price formula (USD)
	Up to 50	-	37,500 Base price
	51 to 1,000	150	37,500 + (n ~ 50) * 150
	Above 1,000	37.50	180,000 + (n – 1,000) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders.

SAP Research and Development for Chemicals	For n units of 1 Mio. USD of R&D spend	Price per unit (USD)	Price formula (USD)
The Control of the Co	Up to 4	-	150,000 <i>Base Pric</i> e



PRODUCE CARACTER	5 to 10	37,500	150,000
2.00 1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.00 (1.0			+ (n – 4) * 37,500
	11 to 100	12,000	375,000
Carrier Service			+ (n – 10) * 12,000
Participation of the second	101 to 300	4,500	1,455,000
The Colon Co			+ (n – 100) * 4,500
gast proparation	Above 300	2,250	2,355,000
Production of the Control of the Con			+ (n – 300) * 2,250

Definition of metric(s) relevant for this Industry Package: Annual expenditure of company or relevant business units on R&D activities from financial statements, including headcount, equipment and related projects.

## **B.4.4. SAP for Consumer Products**

SAP Demand and Supply Planning for	For n locations	Price per location (USD)	Price formula (USD)
Consumer Products	1 to 10	75,000	n * 75,000
	11 to 50	37,500	750,000 + (n – 10) * 37,500
	Above 50	7,500	2,250,000 + (n – 50) * 7,500
Table 10	For n units of 1,000 products	Price per unit (USD)	Price formula (USD)
2.4	1 to 25	30,000	n * 30,000
	26 to 125	7,500	750,000 + (n – 25) * 7,500
1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1	Above 125	3,000	1,500,000 + (n – 125) * 3,000

The total price is the sum of the prices based on locations and on products.

Definition of metric(s) relevant for this Industry Package: Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). The number of products is the yearly average of number of products in characteristic combinations used for demand planning and / or planned objects in the APO master file for supply planning.

SAP Supply Network Collaboration for	For n partner locations	Price per unit (USD)	Price formula (USD)
Consumer Products	Up to 10		75,000 Base price
	11 to 50	7,500	75,000 + (n – 10) * 7,500
	51 to 500	3,750	375,000 + (n – 50) * 3,750
yana haa	Above 500	750	2,062,500 + (n – 500) * 750

Definition of metric(s) relevant for this Industry Package: All partner locations (both customer locations and supplier locations) in the master file.

SAP Extended Sourcing for Consumer Products		Price per unit (USD)	Price formula (USD)
A Company of the Comp	Up to 50	•	300,000 <i>Base price</i>



51 to 500	2,625	300,000 + (n ~ 50) * 2,625
501 to 1,000	2,250	1,481,250 + (n – 500) * 2,250
Above 1,000	450	2,606,250 + (n – 1,000) * 450
For n back-ends	Price per backend (USD)	Price formula (USD)
1		Included in base price
Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on back-ends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Back-ends are ERP systems to which the industry package is connected.

		B2C campaigns	
	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 250	-	112,500 Base Price
	251 to 2,500	75	112,500 + (n – 250) * 75
SAP Brand and Category Management for Consumer	Above 2,500	52.50	281,250 + (n - 2,500) * 52.50
Products		B2B campaigns	
	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 25		112,500 Base Price
The second secon	26 to 250	750	112,500 + (n – 25) * 750
20 <b>4</b> , pp. 1	Above 250	525	281,250 + (n – 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system. The baseline includes the category management engine.

SAP Extended	For n units of	Price per unit	Price formula
Procurement for	1 Mio. USD spend	(USD)	(USD)
Consumer Products	volume		
			150,000
			Base price
	1 to 1,000	2,250	150,000
		· ·	+ (n * 2,250)
200	Above 1,000	225	2,400,000
			+ (n - 1,000) * 225
	For n backends	Price per	Price formula
HARRIE AND VICTOR OF THE SAME AND		backend (USD)	(USD)



1		Included in base price
Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends.

Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Account and Trade Promotion Management for Consumer Products	For n units of 100 Mio USD sales revenue	Price per unit (USD)	Price formula (USD)
			150,000 Base price
	"n" units	225,000	150,000 + (n * 225,000)

SAP Sales Execution for Consumer Products (*)	For n units of 1,000 sales orders	Price per unit (USD)	Price formula (USD)
	Up to 25	-	37,500 Base price
	26 to 2,500	75	37,500 + (n - 25) * 75
	Above 2,500	37.50	223,125 + (n – 2,500) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of sales orders based on one-order documents which are executed in the system and triggered from CRM.

SAP Extended	Warehouses with < 10,000 items per day		
Warehousing & Logistics for Consumer Products	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	225,000	n * 225,000
	Warehouses wit	h 10,001 to 25,000 iten	ns per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	525,000	n * 525,000
	Warehouses wit	h 25,001 to 50,000 iten	ns per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	1,050,000	n * 1,050,000
	Warehouses wit	h 50,001 to 100,000 ite	ms per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	1,800,000	n * 1,800,000
	Warehouses wit	h > 100,000 items per	day



"n" units	Open market, non-contract pricing available on request

The total price is the sum of the prices for the warehouses of the different sizes. Definition of metric(s) relevant for this Industry Package: The price for the individual warehouse is determined with respect to the volume handled in this warehouse, represented by the average number of delivery items per day over the period of a month (based on the month with the highest average number).

SAP Extended Transportation Operations for	For n units of 1,000 freight units	Price per unit (USD)	Price formula (USD)
Consumer Products	Up to 10	-	75,000 Base price
	11 to 100	3,750	75,000 + (n – 10) * 3,750
	101 to 1,000	2,250	412,500 + (n – 100) * 2,250
	Above 1000	Open market, non-contract pricing available on request	

Definition of metric(s) relevant for this Industry Package: Freight units are consolidated shipments as represented in the system in a one year period. In the consumer products industry, freight units correspond to deliveries, orders or loads (=vehicles).

Extended Manufacturing for Consumer Products	Number of employees per plant	Price per plant (USD)
Tor Consumer Froducts	1 – 250	75,000
	251 – 500	150,000
	501 – 1000	300,000
	1001 – 5000	600,000
	Above 5000	1,500,000

The total price is the sum of the prices for the plants of the different sizes.

Definition of metric(s) relevant for this Industry Package: A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

SAP Customer Service Management for Consumer Products (*)	For n units of 1,000 service requests	Price per unit (USD)	Price formula (USD)
	Up to 50	-	37,500 Base price
. 4.5	51 to 1,000	150	37,500 + (n – 50) * 150
	Above 1000	37.50	180,000 + (n – 1000) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders.

0400	e company to the company of
SAP Service Parts	For n units of Price per unit Price formula



T	1 Mio. USD Inventory	(USD)	(USD)
	1 to 75	22,500	n * 22,500
	76 to 350	11,250	1,687,500 + (n – 75) * 11,250
	Above 350	3,750	4,781,250 + (n – 350) * 3,750

Definition of metric(s) relevant for this Industry Package: Current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

	For n Active Portfolio Items	Price per Active Portfolio Item (USD)	Price formula (USD)
SAP New Product Development and Introduction for	Up to 40	-	150,000 Base Price
Consumer Products	41 to 100	3,750	150,000 + (n - 40) * 3,750
	Above 100	1,500	375,000 + (n – 100) * 1,500

Definition of metric(s) relevant for this Industry Package: An Active Portfolio Item is defined as any concept, project, service request, quotation, or similar process that is being tracked within the licensed xRPM software. Pricing is based on the maximum number of portfolio items that are active.

	For n Active Portfolio Items	Price per Active Portfolio Item (USD)	Price formula (USD)
SAP New Product Development and Introduction for	Up to 40	-	150,000 Base Price
Consumer Products	41 to 100	3,750	150,000 + (n - 40) * 3,750
Manual Property of the Parket	Above 100	1,500	375,000 + (n – 100) * 1,500

Definition of metric(s) relevant for this Industry Package: An Active Portfolio Item is defined as any concept, project, service request, quotation, or similar process that is being tracked within the licensed xRPM software. Pricing is based on the maximum number of portfolio items that are active.

#### **B.4.5. SAP for Engineering, Constructions & Operations**

SAP Opportunity Management for EC&O (*)	For n opportunities	Price per opportunity (USD)	Price formula (USD)
	Up to 500	-	18,750 <i>Base Pri</i> ce
	501 to 5,000	37.50	18,750 + (n – 500) * 37.50
	5,001 to 20,000	30	187,500



		+(n - 5,000) * 30
20,001 to 100,000	22.50	637,500 +(n, 30,000) *
		+(n – 20,000) * 22.50
Above 100,000	15	2,437,500
		+(n – 100,000) * 15

Definition of metric(s) relevant for this Industry Package: Annual number of opportunities based on one-order documents which are executed in the system and triggered from CRM

SAP Supplier Relationship Management for EC&O	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			150,000
- 1, mp - 41			Base price
	1 to 1,000	2,250	150,000
			+ (n * 2,250)
	Above 1,000	225	2,400,000
			+ (n – 1,000) * 225
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n - 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends.

Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

	10 C	Price per unit (USD)	Price formula (USD)
Section (III)	"n" units	75,000	n * 75,000

Definition of metric(s) relevant for this Industry Package: Equipment items as defined in ETM within ERP.

# **B.4.6. SAP for High Tech**

SAP Marketing for High		B2C campaigns	
Tech (*)	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 250		37,500 Base price
	251 to 2,500	75	37,500 + (n – 250) * 75
	Above 2,500	52.50	206,250 + (n – 2,500) * 52.50
		B2B campaigns	
	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 25		37,500



			Base price
325	26 to 250	750	37,500
Property Comments			+ (n – 25) * 750
	Above 250	525	206,250
norske.			+ (n – 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

SAP Sales Management for High Tech	Sales orders		
	For n units of 1,000 sales orders	Price per unit (USD)	Price formula (USD)
	Up to 250	-	37,500 Base price
	251 to 2,500	75	37,500 + (n – 250) * 75
	Above 2,500	37.50	206,250 + (n – 2,500) * 37.50
	PoS transactions		
	For n units of 1,000 PoS trans- action line items	Price per unit (USD)	Price formula . (USD)
	Up to 25	-	Included in base price
	26 to 250	750	(n – 25) * 750
	Above 250	375	168,750 + (n – 250) * 375

The total price is the sum of the prices based on sales orders and PoS transactions Definition of metric(s) relevant for this Industry Package: 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 system.

SAP Demand and Supply Planning for	For n planning locations	Price per location (USD)	Price formula (USD)
High Tech	1 to 10	75,000	n * 75,000
	11 to 50	37,500	750,000 + (n – 10) * 37,500
a symbol	Above 50	7,500	2,250,000 + (n – 50) * 7,500
	For n products in units of 1,000	Price per unit (USD)	Price formula (USD)
	1 to 25	30,000	n * 30,000
	26 to 125	7,500	750,000 + (n – 25) * 7,500
	Above 125	3,000	1,500,000 + (n – 125) * 3,000

Definition of metric(s) relevant for this Industry Package:

Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). The number of products is the yearly average of number of products in characteristic combinations used for demand planning and / or



planned objects in the APO master file for supply planning.

SAP Supplier Relationship Management for High	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
Tech			150,000
3.5	_		Base price
10.00	1 to 1,000	2,250	150,000
			+ (n * 2,250)
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
person of the second se	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in
			base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends.

Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Supply Chain Collaboration for High	For n partner locations	Price per unit (USD)	Price formula (USD)
Tech	Up to 10		75,000 Base price
	11 to 50	7,500	75,000 + (n – 10) * 7,500
	51 to 500	3,750	375,000 + (n - 50) * 3,750
	Above 500	750	2,062,500 + (n - 500) * 750

Definition of metric(s) relevant for this Industry Package: All partner locations (both customer locations and supplier locations) in the master file.

	Number of	Price per plant (USD)
	employees per plant	
	1 – 250	75,000
Extended Manufacturin	<b>9</b> 251 – 500	150,000
for High Tech	501 – 1000	300,000
	1001 – 5000	600,000
	Above 5000	1,500,000

The total price is the sum of the prices for the plants of the different sizes.

Definition of metric(s) relevant for this Industry Package: A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

SAP Extended	Warehouses with <= 10,	000 items per day
Warehousing and Logistics for High Tech	wareh	p per Price formula ouse (USD) USD)



"n" units	225,000	n * 225,000
Warehouses	with 10,001 to 25,000 is	tems per day
Warehouses	Price per warehouse (USD)	Price formula (USD)
"n" units	525,000	n * 525,000
Warehouses	with 25,001 to 50,000 l	tems per day
/arehouses	Price per warehouse (USD)	Price formula (USD)
n" units	1,050,000	n * 1,050,000
Warehouses	with 50,001 to 100,000	items per day
Varehouses	Price per warehouse (USD)	Price formula (USD)
n" units	1,800,000	n * 1,800,000
Warehou	ses with > 100,000 Item	s per day
Varehouses	Price per warehouse (USD)	Price formula (USD)
'n" units	Open market, non- available or	

The total price is the sum of the prices for the warehouses of the different sizes. Definition of metric(s) relevant for this Industry Package: The price for the individual warehouse is determined with respect to the volume handled in this warehouse, represented by the average number of delivery items per day over the period of a month (based on the month with the highest average number).

SAP Transportation Operations for High Tech	For n units of 1,000 freight units	Price per unit (USD)	Price formula (USD)
	Up to 10	-	75,000 Base price
	11 to 100	3,750	75,000 + (n – 10) * 3,750
	101 to 1,000	2,250	412,500 + (n – 100) * 2,250
	Above 1,000		on-contract pricing on request

Definition of metric(s) relevant for this Industry Package: Freight units are consolidated shipments as represented in the system in a one year period

SAP Customer Service & Support for High Tech		Price per unit (USD)	Price formula (USD)
	Up to 50	-	37,500 Base price
	51 to 1,000	150	37,500 + (n – 50) * 150
	Above 1000	37.50	180,000 + (n – 1000) * 37.50



Definition of metric(s) relevant for this Industry Package: Annual number of service related inquiries, including service process types: cases, complaints, warranty claims, returns, service orders, service order quotations, service tickets and contract line items.

SAP Service Parts Planning for High Tech	For n units of 1 Mio. USD inventory	Price per unit (USD)	Price formula (USD)
	1 to 75	22,500	n * 22,500
	76 to 350	11,250	1,687,500
			+ (n – 75) * 11,250
	Above 350	3,750	4,781,250
			+ (n - 350) * 3,7 <u>50</u>

Definition of metric(s) relevant for this Industry Package: Current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

## **B.4.7. SAP for Industrial Machinery and Components**

SAP Marketing for IM&C (*)	For n units of 1,000 B2B campaign	Price per unit (USD)	Price formula (USD)
	Up to 25		37,500 Base price
	26 to 250	750	37,500 + (n – 25) * 750
	Above 250	525	206,250 + (n – 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

SAP Sales Management	For n units of	Price per unit	Price formula
for IM&C (*)	1,000 sales orders	(USD)	(USD)
	Up to 25	-	37,500
			Base price
	26 to 2,500	75	37,500
			+ (n – 25) * 75
100	Above 2,500	37.50	223,125
			+ (n – 2,500) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of sales orders based on one-order documents which are executed in the system and triggered from CRM.

SAP Demand and Supply Planning for	For n locations	Price per location (USD)	Price formula (USD)
IM&C	1 to 10	75,000	n * 75,000
	11 to 50	37,500	750,000 + (n – 10) * 37,500
	Above 50	7,500	2,250,000 + (n – 50) * 7,500
3.7	For n products in	Price per unit	Price formula



units of 1,000	(USD)	(USD)
1 to 25	30,000	n * 30,000
26 to 125	7,500	750,000 + (n – 25) * 7,500
Above 125	3,000	1,500,000 + (n – 125) * 3,000

Definition of metric(s) relevant for this Industry Package: Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). The number of products is the yearly average of number of products in characteristic combinations used for demand planning and / or planned objects in the APO master file for supply planning.

	Number of employees p	er Price per plant (USD)
for IM&C	plant 1 – 250	75,000
	251 – 500	150,000
	501 – 1000	300,000
	1001 – 5000	600,000
	Above 5000	1,500,000

The total price is the sum of the prices for the plants of the different sizes.

Definition of metric(s) relevant for this Industry Package: A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

SAP Extended Sourcing for IM&C	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
	Up to 50		300,000 Base price
	51 to 500	2,625	300,000 + (n – 50) * 2,625
	501 to 1,000	2,250	1,481,250 + (n – 500) * 2,250
	Above 1,000	450	2,606,250 + (n – 1,000) * 450
35 2 ( 35 A )	For n back-ends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on back-ends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Back-ends are ERP systems to which the industry package is connected.

SAP Extended Procurement for IM&C	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			150,000
			Base price
The second second	1 to 1,000	2,250	150,000
S. Children Sanct Market			+ (n * 2,250)



	Above 1,000	225	2,400,000 + (n – 1,000) * 225
a padrama di pampatan Ribertana Manganan	For n back-ends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
College Section (Section 1997)	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on back-ends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Back-ends are ERP systems to which the industry package is connected.

SAP Supply Network Collaboration for IM&C	For n partner locations	Price per unit (USD)	Price formula (USD)
	Up to 10	~	75,000 Base price
	11 to 50	7,500	75,000 + (n 10) * 7,500
	51 to 500	3,750	375,000 + (n – 50) * 3,750
	Above 500	750	2,062,500 + (n – 500) * 750

Definition of metric(s) relevant for this Industry Package: All partner locations (both customer locations and supplier locations) in the master file.

SAP Extended	Warehouses with	Warehouses with < 10,000 items per day		
Warehousing & Logistics for IM&C	Warehouses	Price per warehouse (USD	Price formula (USD	
	"n" units	225,000	n * 225,000	
	Wareh	nouses with 10,001 to 25,0	000 items per day	
Target Mark	Warehouses	Price per warehouse (USD )	Price formula (USD )	
	"n" units	525,000	n * 525,000	
	Warel	Warehouses with 25,001 to 50,000 items per day		
	Warehouses	Price per warehouse (USD )	Price formula (USD)	
	"n" units	1,050,000	n * 1,050,000	
7. Deputition of the contract	Wareho	ouses with 50,001 to 100,0	000 items per day	
	Warehouses	Price per warehouse (USD)	Price formula (USD)	
	"n" units	1,800,000	n * 1,800,000	
		Warehouses with > 100,0	000 items per day	
	Warehouses	Price per warehouse (USD )	Price formula (USD)	
	"n" units		on-contract pricing vailable on request	

The total price is the sum of the prices for the warehouses of the different sizes. Definition of metric(s) relevant for this Industry Package: The price for the individual warehouse is determined with respect to the volume handled in this warehouse, represented by the average number of delivery items per day over the period of a month (based on the month with the highest average number).



SAP Service Operations Planning & Execution for IM&C	For n units of 1,000 service requests & warranty claims	Price per unit (USD)	Price formula (USD)
	Up to 50	-	105,000 Base price
	51 to 1,000	750	105,000 + (n – 50) * 750
	Above 1000	600	817,500 + (n – 1000) * 600

Definition of metric(s) relevant for this Industry Package: Service requests & warranty claims per year

SAP Service Parts Planning for IM&C	For n units of 1 Mio. USD inventory	Price per unit	Price formula (USD)
	1 to 75	22,500	n * 22,500
	76 to 350	11,250	1,687,500
\$1. <sup>1</sup>			+ (n – 75) * 11,250
	Above 350	3,750	4,781,250
			+ (n – 350) * 3,750

Definition of metric(s) relevant for this Industry Package: Current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

### **B.4.8. SAP for Life Sciences Packages**

SAP Extended Sourcing for Life Science	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
	1 Up to 50		300,000 Base price
	51 to 500	2,625	300,000 + (n – 50) * 2,625
Jan A	501 to 1,000	2,250	1,481,250 + (n - 500) * 2,250
	Above 1,000	450	2,606,250 + (n – 1,000) * 450
	For n back-ends	Price per backend (USD)	Price formula (USD)
	. 1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on back-ends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Back-ends are ERP systems to which the industry package is connected.

	For n units of Pr 1 Mio. USD spend	rice per unit Price formula (USD) (USD)
--	---------------------------------------	---



Sciences	volume		5000
			150,000 Base price
含まなな	1 to 1,000	2,250	150,000 + (n * 2,250)
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n back-ends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on back-ends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spends for direct and indirect goods and services. Back-ends are ERP systems to which the industry package is connected.

SAP Supply Network Collaboration for Life	For n partner locations	Price per unit (USD)	Price formula (USD)
Science	Up to 10		75,000 Base price
	11 to 50	7,500	75,000 + (n – 10) * 7,500
	51 to 500	3,750	375,000 + (n – 50) * 3,750
	Above 500	750	2,062,500 + (n - 500) * 750

Definition of metric(s) relevant for this Industry Package: All partner locations (both customer locations and supplier locations) in the master file.

SAP Demand and Supply Planning for Life	For n locations	Price per location (USD)	Price formula (USD)
Sciences	1 to 10	75,000	n * 75,000
	11 to 50	37,500	750,000
	/		+ (n - 10) * 37,500
Carte Carte	Above 50	7,500	2,250,000
			+ (n – 50) * 7,500
	For n units of 1,000 products	Price per unit (USD)	Price formula (USD)
	1 to 25	30,000	п * 30,000
	26 to 125	7,500	750,000 + (n - 25) * 7,500
	Above 125	3,000	1,500,000
The state of the s			+ (n – 125) * 3,000

The total price is the sum of the prices based on locations and on products.

Definition of metric(s) relevant for this Industry Package: Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). The number of products is the yearly average of number of products in characteristic combinations used for demand planning and / or planned objects in the APO master file for supply planning.



Extended Manufacturing for Life Science	Number of employees per plant	Price per plant (USD)
25%	1 – 250	75,000
A Commission	251 – 500	150,000
1.2 Tribuna.	501 – 1000	300,000
	1001 – 5000	600,000
	Above 5000	1,500,000

The total price is the sum of the prices for the plants of the different sizes.

Definition of metric(s) relevant for this Industry Package: A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

SAP Extended	Warehou	ises with <= 10,000 items	s per day
Warehousing & Logistics for Life Sciences	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	225,000	n * 225,000
	Warehouses	s with 10,001 to 25,000 it	ems per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	525,000	n * 525,000
	Warehouses	s with 25,001 to 50,000 it	ems per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	1,050,000	n * 1,050,000
	Warehouses	with 50,001 to 100,000 i	tems per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	1,800,000	n * 1,800,000
	Warehou	uses with > 100,000 items	s per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
The Adel and a last	"n" units	Open market, non- available or	request

The total price is the sum of the prices for the warehouses of the different sizes. Definition of metric(s) relevant for this Industry Package: The price for the individual warehouse is determined with respect to the volume handled in this warehouse, represented by the average number of delivery items per day over the period of a month (based on the month with the highest average number).

SAP Marketing for Life		B2C campaigns	Manufacture of the second
Sciences (*)	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 250		37,500 Base price
	251 to 2,500	75	37,500



		+ (n – 250) * 75
Above 2,500	52.50	206,250 + (n – 2,500) * 52.50
	B2B campaigns	
For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
Up to 25		37,500 Base price
26 to 250	750	37,500 + (n – 25) * 750
Above 250	525	206,250 + (n – 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

SAP Sales Management		Sales orders	
for Life Sciences	For n units of 1,000 sales orders	Price per unit (USD)	Price formula (USD)
	Up to 250	-	37,500 Base price
	251 to 2,500	75	37,500 + (n – 250) * 75
	Above 2,500	37.50	206,250 + (n - 2,500) * 37.50
	POS transactions		
	For n units of 1,000 PoS transaction line items	Price per unit (USD)	Price formula (USD)
	Up to 25	-	Included in base price
	26 to 250	750	(n - 25) * 750
	Above 250	375	168,750 + (n – 250) * 375

The total price is the sum of the prices based on sales orders and PoS transactions Definition of metric(s) relevant for this Industry Package: 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 system.

#### **B.4.9. SAP for Mill Products**

SAP Demand and Supply Planning for Mill		Price per location (USD)	Price formula (USD)
Products	1 to 10	75,000	n * 75.000
a Carrier Danier . Section 99	11 to 50	37,500	750,000
mineral Control Indian V Assessment			+ (n - 10) * 37,500
A Difference of the Committee of the Com	Above 50	7,500	2,250,000
			+ (n - 50) * 7,500



	For n units of 1,000 products	Price per unit (USD)	Price formula (USD)
	1 to 25	30,000	n * 30,000
	26 to 125	7,500	750,000
			+ (n – 25) * 7,500
<b>光</b> "美国"	Above 125	3,000	1,500,000
			+ (n - 125) * 3,000

Definition of metric(s) relevant for this Industry Package: Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). The number of products is the yearly average of number of products in characteristic combinations used for demand planning and / or planned objects in the APO master file for supply planning.

SAP Supply Network Collaboration for Mill	For n partner locations	Price per unit (USD)	Price formula (USD)
	Up to 10	-	75,000 Base price
	11 to 50	7,500	75,000 + (n – 10) * 7,500
	51 to 500	3,750	375,000 + (n – 50) * 3,750
	Above 500	750	2,062,500 + (n – 500) * 750

Definition of metric(s) relevant for this Industry Package: All partner locations (both customer locations and supplier locations) in the master file.

SAP Transportation Operations for Mill Products	For n units of 1,000 freight units	Price per unit (USD)	Price formula (USD)
	Up to 10	-	75,000
<b>美国的</b>			Base price
	11 to 100	3,750	75,000
			+ (n – 10) * 3,750
	101 to 1,000	2,250	412,500
			+ (n – 100) * 2,250
	Above 1,000	Open marke	et, non-contract pricing
			available on request

Definition of metric(s) relevant for this Industry Package: Freight units are consolidated shipments as represented in the system in a one year period. In the mill products industry, freight units correspond to deliveries, shipments, containers, trucks or railcars.

SAP Extended Sourcing for Mill Products	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
	1 to 50		300,000 Base price
	51 to 500	2,625	300,000 + (n – 50) * 2,625
	501 to 1,000	2,250	1,481,250 + (n – 500) * 2,250
	Above 1,000	450	2,606,250 + (n – 1,000) * 450



	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in
			base price
(4) (4) (4) (4) (4) (4) (4) (4) (4) (4)	Above 1	75,000	(n - 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends.

Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Extended Procurement for Mill Products	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			150,000 Base price
	1 to 1,000	2,250	150,000 + (n * 2,250 )
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n backends	Price per backend (USD )	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n - 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Extended	Warehouses wit	h < 10,000 items per da	<b>y</b>
Warehousing &	Warehouses	Price per warehouse (USD )	Price formula (USD)
Products	"n" units	225,000	n * 225,000
	Warehouses wit	h 10,001 to 25,000 items	per day
	Warehouses	Price per warehouse (USD )	Price formula (USD)
	"n" units	525,000	n * 525,000
	Warehouses wit	h 25,001 to 50,000 items	per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
1452	"n" units	1,050,000	n * 1,050,000
	Warehouses wit	h 50,001 to 100,000 iten	ns per day
	Warehouses	Price per warehouse (USD )	Price formula (USD)
	"n" units	1,800,000	n * 1,800,000
	Warehouses wit	h > 100,000 items per d	ay
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	Open market, non-ca available on request	



The total price is the sum of the prices for the warehouses of the different sizes. Definition of metric(s) relevant for this Industry Package: The price for the individual warehouse is determined with respect to the volume handled in this warehouse, represented by the average number of delivery items per day over the period of a month (based on the month with the highest average number).

SAP Sales Management for Mill Products (*)	For n units of 1,000 sales orders per annum	Price per unit (USD)	Price formula (USD)
	Up to 25	_	37,500 Base price
	26 to 2,500	75	37,500 + (n – 25) * 75
	Above 2,500	37.5	223,125 + (n – 2,500) * 37.5

Definition of metric(s) relevant for this Industry Package: Annual sales orders based on one-order documents which are executed in the system and triggered from CRM.

SAP Extended Manufacturing	Number of employees per	Price per plant (USD)
for Mill Products	1 – 250	75,000
	251 – 500	150,000
	501 – 1000	300,000
	1001 – 5000	600,000
	Above 5000	1,500,000

The total price is the sum of the prices for the plants of the different sizes.

Definition of metric(s) relevant for this Industry Package: A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

SAP Customer Service & After Sales Support for Mill Products (*)	For n units of 1,000 service requests	Price per unit (USD)	Price formula (USD)
	Up to 50	-	37,500
	51 to 1,000	150	Base price 37,500
			+ (n – 50) * 150
	Above 1000	37.5	180,000 + (n – 1000) * 37.5
Definition of metric(s) relevant for this Industry Package: Service requests per annum			

SAP Marketing for Mill	Establish (	B2C campaigns	
Products (*)	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 250		37,500 Base price
	251 to 2,500	75	37,500 + (n – 250) * 75
	Above 2,500	52.50	206,250 + (n – 2,500) * 52.50



Salar Maria	7/6	B2B campaigns	
	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 25		37,500 Base price
	26 to 250	750	37,500 + (n – 25) * 750
	Above 250	525	206,250 + (n – 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

## **B.4.10. SAP for Mining**

SAP Demand and Supply Planning for	For n physical locations	Price per location (USD)	Price formula (USD.)
Mining	Up to 5	-	450,000
			Base price
	6 - 20	60,000	450,000
			+ (n - 5) * 60,000
	Above 20	45,000	1,350,000
CASSES AND SERVICE SERVICE SERVICES			+ (n – 20) * 45,000

Definition of metric(s) relevant for this Industry Package: Physical locations are all mines, concentrators, processing plants, smelters, refineries, distribution centers (stockpiles) and ports.

SAP Transportation for	Bulk commoditie	S	467
Mining	For n units of 1,000 tons	Price per unit (USD)	Price formula (USD)
	Up to 50	-	300,000 Base price
F-12 # T	Above 50	6,000	300,000 + (n – 50) * 6,000
	Non-bulk commodities		
	For n units of 1,000 tons	Price per unit (USD)	Price formula (USD)
A ALA AMA	Up to 2	-	300,000 Base price
	Above 2	225,000	300,000 + (n - 2) * 225,000

Definition of metric(s) relevant for this Industry Package: The tonnages refer to average daily production volume over the period of a year.

SAP Contact to Cash for For n lines of business	Price per line of business (USD)	
"n" units	375,000	n * 375,000

Definition of metric(s) relevant for this Industry Package: Lines of business are the number of commodity businesses as defined by the customer.



SAP Operations Management for Mining	For n physical production locations		Price formula (USD)
	1		375,000 Base price
	2 to 10	375,000	n * 375,000
	Above 10	300,000	3,750,000 + (n – 10) * 300,000

Definition of metric(s) relevant for this Industry Package: Physical locations are mines, concentrators, processing plants, smelters, refineries, distribution centers (stockpiles) and ports.

SAP Extended Sourcing for Mining	For n units of 1 Mio. USD	Price per unit (USD)	Price formula (USD)
Section 1	1 to 50		300,000 Base price
2984	51 to 500	2,625	300,000 + (n - 50) * 2,625
	501 to 1,000	2,250	1,481,250 + (n – 500) * 2,250
	Above 1,000	450	2,606,250 + (n – 1,000) * 450
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spends for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Extended Procurement for Mining	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			150,000 Base price
Anna Carlos	1 to 1,000	2,250	150,000 + (n * 2,250 )
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.



	For n remote & base locations	Price per base (USD)	Price formula (USD)
	Up to 3	-	180,000 Base price
SAP Remote Logistics  Management for Mining	4 to 5	60,000	180,000 + (n - 3) * 60,000
	6 to 15	45,000	300,000 + (n - 5) * 45,000
	Above 15	30,000	750,000 + (n – 15) * 30,000

Definition of metric(s) relevant for this Industry Package: A base location is a central warehouse or distribution center from which the remote locations (mines or processing centers) are supplied

#### B.4.11. SAP for Oil and Gas

SAP Upstream	11886	Volumes Produced	1.
for Oil & Gas	For n units of 100,000 BOEPD produced	Price per unit (USD)	3830-4-14-15-15-15-15-15-15-15-15-15-15-15-15-15-
	"n" units	600,000	n * 600,000

Definition of metric(s) relevant for this Industry Package: BOEPD are Barrel of Oil Equivalent Per Day. Fractions of the units of 100,000 BOEPD can be licensed by applying a linear price scale. Functional support for any local or legal requirements for any of these solution components does not fall under the purview of the standard maintenance agreement. A separate service agreement has to be concluded for this purpose.

Unit of Measure conversions are available upon request.

SAP Upstream	Produced in USA		
Production Management for Oil & Gas	For n units of 100,000 BOEPD produced	Price per unit (USD)	Price formula (USD)
	"n" units	900,000	n * 900,000
	Produced outside USA		
	For n units of 100,000 BOEPD produced	Price unit (USD)	Price formula (USD)
	"n" units	600,000	n * 600,000

Definition of metric(s) relevant for this Industry Package: BOEPD are Barrel of Oil Equivalent Per Day. Fractions of the units of 100,000 BOEPD can be licensed by applying a linear price scale.

Unit of Measure conversions are available upon request

Definition of metric(s) relevant for this Industry Package: BOEPD are Barrel of Oil Equivalent Per Day. Both scheduled and planned BOEPD enter into the formula. Fractions of the units of 100,000 BOEPD can be licensed by applying a linear price scale. Unit of



Measure conversions are available upon request.

SAP Extended Sourcing for Oil & Gas	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
	1 to 50		300,000 <i>Base price</i>
	51 to 500	2,625	300,000 + (n – 50) * 2,625
	501 to 1,000	2,250	1,481,250 + (n – 500) * 2,250
	Above 1,000	450	2,606,250 + (n – 1,000) * 450
	For n backends	Price per backend (USD)	Price formula (USD)
to early.	1		Included in base price
	Above 1	75,000	(n - 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spends for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

Extended Manufacturing for Oil & Gas	ng Number of employees plant	per Price per plant (USD)
	1 – 250	75,000
7. A. T. H. V. (24)	251 – 500	150,000
(10)	501 – 1000	300,000
	1001 – 5000	600,000
15 Sept. 10 (10)	Above 5000	1,500,000

The total price is the sum of the prices for the plants of the different sizes.

Definition of metric(s) relevant for this Industry Package: A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

Marketing & Logistics 1	For it units of 100,000 BOEPD sold	Price per unit (USD)	Price formula (USD)
	n" units	750,000	n * 750,000

Definition of metric(s) relevant for this Industry Package: BOEPD are Barrel of Oil Equivalent Per Day. Fractions of the units of 100,000 BOEPD can be licensed by applying a linear price scale. For simplicity, we consider refined product volumes equal to crude oil volumes, e.g. one barrel of diesel equals one barrel of crude oil. Unit of Measure conversions are available upon request.

Procurement for Oil &	For n units of 1 Mio. USD spend volume	Constitution of the Consti	Price formula (USD)
3.74			150,000
1946 N 18 - 18 N			Base price



	1 to 1,000	2,250	150,000 + (n * 2,250)
and the second s	Above 1,000	225	2,400,000 + (n - 1,000) * 225
	For n backends	Price per backend (USD )	Price formula (USD)
	1	•	Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Extended Asset Logistics for Oil & Gas	For n units of 1 Mio. USD OPEX spend	Price per unit (USD)	Price formula (USD)
			150,000 Base price
	1 to 1,000	2,250	150,000 + (n * 2,250 )
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n backends	Price per backend (USD )	Price formula (USD)
	1	-	Included in base price
	Above 1	75,000	(n - 1) * 75,000

The total price is the sum of the prices based on OPEX spend and on backends. Definition of metric(s) relevant for this Industry Package: OPEX spend is the amount of the company's annual operational expenditure for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Secondary Distribution for Oil &	For n users	Price per unit (USD)	Price formula (USD )
Gas	"n" units	3,000	n * 3,000

Definition of metric(s) relevant for this Industry Package: A SAP Oil & Gas Secondary Distribution user is a user working with one or more SAP OGSD transaction codes. Customers need to license 4 "SAP Secondary Distribution for Oil & Gas" users per 1,000 BOEPD (e.g. 10,000 sold BOEPD -> licensing of 40 users minimum).

The license for "SAP Secondary Distribution for Oil & Gas" includes a license of the industry package "SAP Downstream Marketing & 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 1,000 BOEPD (e.g. 10,000 sold BOEPD -> licensing of 40 users minimum). Customers selling more than 25,000 BOEPD need to license the industry package "SAP Downstream Marketing & Logistics for Oil & Gas" separately for the sales volumes above 25,000 BOEPD.

For simplicity, we consider refined product volumes equal to crude oil volumes, e.g. one barrel of diesel equals one barrel of crude oil.

Unit of Measure conversions are available upon request



# **Trading Industries**

## B.4.12. SAP for Retail and Wholesale Distribution

SAP Merchandise and Assortment Planning for Retail and	For n units of 1 Mio USD revenue	Price per unit (USD)	Price formula (USD)
Wholesale Distribution	Up to 2,000	300	n * 300
Trible to the second second	Above 2,000	150	600,000
			+ (n – 2,000) * 150
Definition of metric(s) relev	ant for this Industry Pa	ckage: Annual rever	nue of the unit using
the solution.			

Distribution revenue		Above 5.000	300	7.500,000
		1 to 5,000	1,500	n * 1,500
Potoil 9 Mindonio 1 Min IISD (IISD) (IISD)	Retail & Wholesale	1 Mio USD revenue	(USD)	(USD)

Definition of metric(s) relevant for this Industry Package: Annual revenue of the unit using the solution.

SAP Extended Sourcing for Retail and Wholesale	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
144	1 to 50		300,000 Base price
	51 to 500	2,625	300,000 + (n – 50) * 2,625
	501 to 1,000	2,250	1,481,250 + (n – 500) * 2,250
	Above 1,000	450	2,606,250 + (n – 1,000) * 450
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Extended Procurement for Retail and Wholesale	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
Distribution			150,000
			Base price
And the second of the second	1 to 1,000	2,250	150,000
THE PARTY OF THE P			+ (n * 2,250 )



	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n backends	Price per backend (USD )	Price formula (USD)
	1 .		Included in base price
44.	Above 1	75,000	(n - 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends.

Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Supply Network Collaboration for Retail	For n partner locations	Price per unit	Price formula
and Wholesale		(OGD)	(USD)
	Up to 10		75,000
Distribution	·		Base price
	11 to 50	7,500	75,000
	; ·		+ (n - 10) * 7,500
	51 to 500	3,750	375,000
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		·	+ (n – 50) * 3,750
	Above 500	750	2,062,500
A STATE OF THE STA			+ (n - 500) * 750

Definition of metric(s) relevant for this Industry Package: All partner locations (both customer locations and supplier locations) in the master file.

SAP Demand and Supply Planning for	For n locations	Price per location (USD)	Price formula (USD)
Retail and Wholesale	1 to 10	75,000	n *75,000
Distribution	11 to 50	37,500	750,000 + (n – 10) * 37,500
4 1595.	Above 50	7,500	2,250,000 + (n – 50) * 7,500
Allendaria	For n units of 1,000 products	Price per unit (USD)	Price formula (USD)
100	1 to 25	30,000	n * 30,000
	26 to 125	7,500	750,000 + (n - 25) * 7,500
	Above 125	3,000	1,500,000 + (n – 125) * 3,000

The total price is the sum of the prices based on locations and on products. Definition of metric(s) relevant for this Industry Package: Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). The number of products is the yearly average of number of products in characteristic combinations used for demand planning and / or planned objects in the APO master file for supply planning.

Extended Manufacturing for Retail and Wholesale	Number of employees per plant	Price per plant (USD)
Distribution	1 – 250	75,000
	251 – 500	150,000
7,522	501 – 1000	300,000



1001 – 5000	600,000
Above 5000	1,500,000

The total price is the sum of the prices for the plants of the different sizes.

Definition of metric(s) relevant for this Industry Package: A plant is a physical site owned or operated by an enterprise supported by the solution. Employees per plant are all employees and contractors working in the plant.

SAP Transportation Operations for Retail and Wholesale	For n units of 1,000 freight units	Price per unit (USD)	Price formula (USD)
Distribution	Up to 10	-	75,000 Base price
	11 to 100	3,750	75,000 + (n – 10) * 3,750
	101 to 1,000	2,250	412,500 + (n – 100) * 2,250
	Above 1,000	Open marke	et, non-contract pricing available on request

Definition of metric(s) relevant for this Industry Package: Freight units are consolidated shipments as represented in the system in a one year period. In the retail industry, freight units correspond to deliveries, orders and shipments (=vehicles).

SAP Extended	Warehouses wit	h < 10,000 items per day	<b>y</b>
Warehousing and Logistics for Retail and	Warehouses	Price per warehouse (USD )	Price formula (USD )
Wholesale Distribution	"n" units	225,000	n * 225,000
	Warehouses wit	h 10,001 to 25,000 items	per day
	Warehouses	Price per warehouse (USD )	Price formula (USD)
	"n" units	525,000	n * 525,000
	Warehouses wit	h 25,001 to 50,000 items	per day
	Warehouses	Price per warehouse (USD )	Price formula (USD)
	"n" units	1,050,000	n * 1,050,000
	Warehouses wit	h 50,001 to 100,000 Item	ns per day
	Warehouses	Price per warehouse (USD)	Price formula (USD)
4.00	"n" units	1,800,000	n * 1,800,000
	Warehouses wit	h > 100,000 items per d	ay
	Warehouses	Price per warehouse (USD)	Price formula (USD)
	"n" units	Open market, non-co available on request	

The total price is the sum of the prices for the warehouses of the different sizes. Definition of metric(s) relevant for this Industry Package: The price for the individual warehouse is determined with respect to the volume handled in this warehouse, represented by the average number of delivery items per day over the period of a month (based on the month with the highest average number).

SAP POS Data For n units of Management for Retail 1 Mio USD	Price per unit Price formula (USD) (USD)
---	--



and Wholesale	revenue	A Philippin	SAMMINE .
Distribution	"n" units	375	n * 375

Definition of metric(s) relevant for this Industry Package: Annual revenue of the unit using the solution.

SAP Workforce Deployment for Retail and Wholesale Distribution	For n units of 1 Mio USD revenue	Price per unit (USD)	Price formula (USD)
	(look up table – do	not cumulate)	
	Up to 500	-	240,000 Base price
	501 to 1,000		349,500
20000000	1,001 to 2,000		499,500
August Carlotte	2,001 to 4,000		750,000
	Above 4,000		999,000
	For n store associates	Price per associate (USD)	Price formula (USD)
and the second second	1 to 25,000	34.50	n * 34.50
	25,001 to 75,000	30	862,500 + (n – 25,000) * 30
	75,001 to 150,000	25.50	2,362,500 + (n – 75,000) * 25.50
	Above 150,000	21	4,275,000 + (n – 150,000) * 21
	For n management associates	Price per associate (USD)	
	"n" units	70.50	(n * 70.50)

Definition of metric(s) relevant for this Industry Package:

- 1. Annual revenue of the unit using the solution
- 2. Store Associate: Maximum Number of Associates that are being scheduled (company wide) over the course of a year.
- 3. Management Associate: Maximum Number of Resources that perform the scheduling process over the course of a year. At least one per store. For large stores there can be more than one (e.g. Per department or floor).

SAP Marketing for	B2C campaigns		Medical Terror
Retail & Wholesale Distribution (*)	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 250		37,500 Base price
200	251 to 2,500	75	37,500 + (n – 250) * 75
4.4-3:	Above 2,500	52.5	206,250 + (n - 2,500) * 52.5
	B2B campaigns	Shipping to the same of the sa	5 10 SH 100 SH 100 SH
	For n units of	Price per unit	Price formula



1,000 campaign	(USD)	(USD)
Up to 25		37,500 Base price
26 to 250	750	37,500 + (n – 25) * 750
Above 250	525	206,250 + (n – 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

SAP Sales Management for Retail and Wholesale Distribution	For n units of 1,000 sales orders	Price per unit (USD)	Price formula (USD)
	Up to 25	-	37,500 Base price
	26 to 2,500	75	37,500 + (n – 25) * 75
	Above 2,500	37.50	223,125 +(n – 2,500) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of sales orders based on one-order documents which are executed in the system and triggered from CRM.

SAP Service Management for Retail and Wholesale	For n units of 1,000 service requests	Price per unit (USD)	Price formula (USD)
Distribution (*)	Up to 50	_	37,500 Base price
er i fan	51 to 1,000	150	37,500 + (n – 50) * 150
	Above 1000	37.50	180,000 + (n – 1,000) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders.

SAP Service Parts Planning for Retall and Wholesale Distribution	For n units of 1 Mio. USD inventory	Price per unit (USD)	Price formula (USD)
	1 to 75	22,500	n * 22,500
	76 to 350	11,250	1,687,500
			+ (n – 75) * 11,250
	Above 350	3,750	4,781,250
			+ (n – 350) * 3,750

Definition of metric(s) relevant for this Industry Package: Current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

SAP Price Optimization for Retail	For n units of 1 billion USD	Price per unit (USD)	STOREST STORE CONTROL TO STORE SEED STOREST CONTROL TO A MARKET CONTROL TO STORE SEED STOREST CONTROL TO STOREST
1.01 1.20 min 1971 (7 . 7)	1 Dimon COD	(000)	(400)

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revenue		
1		1,500,000
		Base price
Above 1	300,000	1,500,000
		+ (n - 1) * 300,000

Definition of metric(s) relevant for this Industry Package: Annual revenue of the unit using the solution.

SAP Promotion Optimization for Retail	For n units of 1 billion USD revenue	Price per unit (USD)	Price formula (USD)
	1		1,500,000 Base price
	Above 1	150,000	1,500,000
With the same of t			+ (n - 1) * 150,000

Definition of metric(s) relevant for this Industry Package: Annual revenue of the unit using the solution.

SAP Markdown Optimization for Retail	For n units of 1 billion USD revenue	Price per unit (USD)	Price formula (USD)
	1		1,500,000 <i>Base price</i>
	Above 1	150,000	1,500,000
			+ (n – 1) * 150,000

Definition of metric(s) relevant for this Industry Package: Annual revenue of the unit using the solution.

SAP POS for Retail (*)	For n POS devices	Price per device (USD)	Price formula (USD)
			300,000 <i>Base Price</i>
	"n" units	1,200	300,000 + n * 1,200
	For n mobile devices	Price per device	Price formula (USD)
	"n" units	705	n * 705

The total price is the sum of the prices based on POS devices and mobile devices Definition of metric(s) relevant for this Industry Package:

- 1. Point of Sale (POS) Device
- Mobile Device for Mobile applications (note that one device used for both Mobile POS and Mobile Inventory counts as two Mobile Devices for licensing purposes)

Cashiers and other store-based employees who access the Transactionware Store Level System (i.e. POS, Mobile POS/Inventory, Store Manager and Electronic Journal Viewer) will not require a named user license.

Does not contribute to SAV. The database may be licensed separately.

SAP Store Loyalty Program for Retail (*)	For n devices (POS or Mobile POS)	Price per device (USD)	Price formula (USD)
			255,000



Alarei I			Base Price
-100 m/s 2	"n" units	255	255,000
Amin's Company		,	+ n * 255

Definition of metric(s) relevant for this Industry Package:

- 1. Point of Sale (POS) Device
- 2. Mobile Device for Mobile POS application

SAP Point-of-Sale Loss	For n devices	Price per device	Price formula
Prevention for Retail (*)	(POS or Mobile POS)	(USD)	(USD)
			150,000
			Base Price
NA ZEW	"n" units	255	150,000
			+ n * 255

Definition of metric(s) relevant for this Industry Package: 1. Point of Sale (POS) Device or 2. Mobile Devides for Mobile POS application

SAP Customer Analytics for Retail (*)	For n devices (POS or Mobile POS)	Price per device (USD)	Price formula (USD)
			150,000
			Base Price
1000年	"n" units	255	150,000
			+ n * 255

Definition of metric(s) relevant for this Industry Package:

- 1. Point of Sale (POS) Device
- 2. Mobile Devices for Mobile POS application

SAP Enterprise POS Base for Retail	For n POS devices	Price per device (USD)	Price formula (USD)
			300,000 Base Price
	"n" units	1,350	300,000 + n * 1,350
	For n mobile devices	Price per device (USD)	Price formula (USD)
	"n" units	705	n * 705

The total price is the sum of the prices based on POS devices and mobile devices Definition of metric(s) relevant for this Industry Package:

- 1. Point of Sale (POS) Device
- 2. Mobile Device for Mobile applications (note that one device used for both Mobile POS and Mobile Inventory counts as two Mobile Devices for licensing purposes)

  Cashiers and other store-based employees who access the Transactionware Store Level System (i.e. POS, Mobile POS/Inventory, Store Manager and Electronic Journal Viewer) will not require a named user license.

Does not contribute to SAV. The database may be licensed separately.

# Service Industries

## **B.4.13. SAP for Airlines**



SAP Marketing for		B2C campaigns	
Airlines (*)	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 250		37,500 Base price
	251 to 2,500	75	37,500 + (n – 250) * 75
	Above 2,500	52.50	206,250 + (n – 2,500) * 52.50
100 TO 10		B2B campaigns	200000000000000000000000000000000000000
	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 25		37,500 Base price
	26 to 250	750	37,500 + (n ~ 25) * 750
	Above 250	525	206,250 + (n – 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

SAP Extended Maintenance Planning for Airlines	For n maintenance objects	Price per object (USD)	Price formula (USD)
	Up to 20	-	270,000 Base price
	21 to 100	12,000	270,000 + (n – 20) * 12,000
	101 to 400	9,000	1,230,000 + (n – 100) * 9,000
	Above 400	6,000	3,930,000 + (n – 400) * 6,000

Definition of metric(s) relevant for this Industry Package: Maintenance objects are all objects defined in the MSP (Maintenance and Service Planning) master file.

SAP Sales Management for Airlines	For n units of commissions recipient / contracts	Price per unit (USD)	Price formula (USD)
	0 - 200		90,000
	201 – 1,000	375	90,000 + (n – 200) * 375
	1,001 – 10,000	300	390,000 + (n 1,000) * 300
	Above 10,000	225	3,090,000 + (n – 10,000) * 225
Definition for metric(s) relev	ant for this Industry Pa	l ackage:	+ (n – 10,000) * 2



Commission recipients / contracts are all agents or corporate customers with whom an agreement has been made.

# **B.4.14. SAP for Logistic Service Providers**

SAP Transportation Operations for Logistic Service Providers	For n units of 1,000 freight units	Price per unit (USD)	Price formula (USD)
	Up to 10	-	75,000 Base price
	11 to 100	3,750	75,000 + (n – 10) * 3,750
	101 to 1,000	2,250	412,500 + (n – 100) * 2,250
	Above 1,000	Open marke	et, non-contract pricing available on request

Definition of metric(s) relevant for this Industry Package: Freight units 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 refer to a freight unit within the SAP system.

SAP Extended	Warehouses with < 10,000 items per day		
Warehousing and Logistics for Logistics	Warehouses	Price per warehouse (USD )	Price formula (USD)
Service Providers	"n" units	150,000	n * 150,000
	Warehouses with	10,001 to 25,000 items p	er day
	Warehouses	Price per warehouse (USD )	Price formula (USD)
The second secon	"n" units	525,000	n * 525,000
	Warehouses with 25,001 to 50,000 Items per day		
	Warehouses	Price per warehouse (USD.)	Price formula (USD)
	"n" units	1,050,000	n * 1,050,000
	Warehouses witl	n 50,001 to 100,000 items	per day
Art Public	Warehouses	Price per warehouse (USD.)	Price formula (USD)
Contracting	"n" units	1,800,000	n * 1,800,000
	Warehouses with	n > 100,000 items per day	
	Warehouses	Price per warehouse (USD )	Price formula (USD)
	"n" units		on-contract pricing ailable on request

The total price is the sum of the prices for the warehouses of the different sizes. Definition of metric(s) relevant for this Industry Package: The price for the individual warehouse is determined with respect to the volume handled in this warehouse, represented by the average number of delivery items per day over the period of a month (based on the month with the highest average number).

0400		Partie Comments
SAP Service Parts	For n units of Price per unit	Price formula
	- 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	The state of the s
Planning for Logistics	1 Mio. USD (USD)	(USD)
a	. A Street William Street of the Contract of t	The second second second second
Service Providers	inventory	
Selvice Linvineis	inventory	



	1 to 75	22,500	n * 22,500
	76 to 350	11,250	1,687,500
			+ (n – 75) * 11,250
\$2.77 A. T.	Above 350	3,750	4,781,250
			+ (n – 350) * 3,750

Definition of metric(s) relevant for this Industry Package: Current value of service parts stock inventory at the balance sheet key date, in accordance with the ruling accounting principles.

SAP Customer Management for Logistic Service	For n opportunities	Price per opportunity (USD)	Price formula (USD)
Providers (*)	Up to 500	-	18,750 <i>Base Price</i>
	501 to 5,000	37.50	18,750 + (n – 500) * 37.50
	5,001 to 20,000	30	187,500 +(n - 5,000) * 30
	20,001 to 100,000	22.50	637,500 +(n - 20,000) * 22.50
	Above 100,000	15	2,437,500 +(n – 100,000) * 15

Definition of metric(s) relevant for this Industry Package: Annual number of opportunities based on one-order documents which are executed in the system and triggered from CRM

SAP Customer Service for Logistic Service Providers (*)	For n units of 1,000 service requests	Price per unit (USD)	Price formula (USD)
	Up to 50	-	37,500 Base price
	51 to 1,000	150	37,500 + (n – 50) * 150
	Above 1000	37.5	180,000 + (n – 1,000) * 37.5

Definition of metric(s) relevant for this Industry Package: Annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders.

SAP Collaborative Planning for Logistic	For n partner locations	Price per unit (USD)	Price formula (USD)
Service Providers	Up to 10	"	75,000
			Base price
	11 to 50	7,500	75,000
			+ (n – 10) * 7,500
	51 to 500	3,750	375,000
		· ·	+ (n – 50) * 3,750
	Above 500	750	2,062,500
1.100			+ (n - 500) * 750

Definition of metric(s) relevant for this Industry Package: All partner locations (both customer locations and supplier locations) in the master file.



#### B.4.15. SAP for Media

SAP Product Development for Media - Cross	For n acquisition contracts	Price per acquisition contract (USD)	Price formula (USD)
	Up to 250	-	60,000 Base price
	251 to 2,000	300	60,000 + (n – 250) * 300
	2,001 to 10,000	60	585,000 + (n – 2,000) * 60
	Above 10,000	7.50	1,065,000 + (n – 10,000) * 7.50

Definition of metric: Number of active acquisition contracts as measured in the system. The accumulating legacy of, for example, expired contracts is ignored.

SAP Product	For n titles in	Price per title	Price formula
Development for Media	library	(USD)	(USD)
- Entertainment			150,000
			Base price
	"n" units	300	150,000
			+ (n * 300)

Definition of metric(s) relevant for this Industry Package: Average number of titles actively managed in the library in a one year period, as officially reported by the entertainment company.

SAP Product For n listed titles	s Price per listed	Price formula
Development for Media	title (USD)	(USD)
- Premium Content "n" units	150	n * 150
Publisher		

Definition of metric(s) relevant for this Industry Package: Average number of titles actively managed in a three year period, as officially reported by the publisher.

SAP Product Development for Media - Broadcaster	For n units of 1,000 minutes program output	Price per unit (USD)	Price formula (USD)
	1 to 525	1,125	n * 1,125
	526 to 2,102	375	590625
			+ (n – 525) * 375
2.5 11.50 2.1	Above 2,102	150	1,182,000
Carlotte Control (Control (Con			+ (n <u>- 2,102)</u> * 150

Definition of metric(s) relevant for this Industry Package: Program minutes broadcasted in a one year period, as officially reported by the broadcaster. Each full time channel equals 525 units.

SAP Marketing	for	B2C campaigns		PART INDIPERIMENT
Media (*)		For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
		Up to 250		37,500
P. Shiphing		•		Base price



L. 2009 1	0544-0500		07.500
	251 to 2,500	75	37,500
The state of the s			+ (n – 250) * 75
The state of	Above 2,500	52.50	206,250
			+ (n - 2,500) * 52.50
		T-100	B2B campaigns
A Company of the Company	For n units of	Price unit	Price formula
55. 6 (4) (4) (4)	1,000 campaign	(USD)	(USD)
A company of the comp	contacts	V	VT.T.
	Up to 25		37,500
	·		Base price
	26 to 250	750	37,500
5 Anna (2)			+ (n – 25) * 750
	Above 250	525	206,250
			+ (n – 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

SAP Supply Chain Management for Media	For n locations	Price per location (USD)	Price formula (USD)
	1 to 10	75,000	n * 75,000
	11 to 50	37,500	750,000 + (n – 10) * 37,500
	Above 50	7,500	2,250,000 + (n – 50) * 7,500
	For n units of 1,000 products	Price per location (USD)	Price formula (USD)
	Up to 25	30,000	n * 30,000
	26 to 125	7,500	750,000 + (n – 25) * 7,500
	Above 125	3,000	1,500,000 + (n – 125) * 3,000

Definition of metric(s) relevant for this Industry Package: Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). The number of products is the yearly average of number of products in characteristic combinations used for demand planning and / or planned objects in the APO master file for supply planning.

SAP Supplier Relationship Management for Media	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			150,000 Base price
	1 to 1,000	2,250	150,000 + (n * 2,250)
	Above 1,000	225	2,400,000 + (n - 1,000) * 225
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in



2 14 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			base price
1. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Advertising Sales for Media	For n units of 1 Mio USD advertising revenue	Price per unit (USD)	Price formula (USD)
	"n" units	900	n * 900
	For n units of 100,000 classified ads	Price per unit (USD)	Price formula (USD)
	"n" units	15,000	n * 15,000

The total price is the sum of the prices based on advertising revenue and on classified ads. Definition of metric: Advertising Revenue is the average yearly value of all invoices generated in SAP Ad Sales for Media of the past three years. Classified ads are the number of ad versions designed with the ad editor IS-M/AMC in a one year period.

Process against Authorities and State Committee of the Co	For n units of Mio USD	Price per unit (USD)	Cont., No. applications of the residence of the control of the
	n" units	900	n * 900

Definition of metric: Average annual value of revenues generated in SAP Product Sales and Distribution for Media over the past 3 years.

SAP License Sales for Media	For n contracts	Price per unit (EUSD)	Price formula (USD)
	1 to 100	· · · · · · · · · · · · · · · · · · ·	75,000
	101 to 2,000	1050	75,000
			+ (n – 100) * 1050
	2,001 to 10,000	240	2,070,000
			+ (n – 2,000) * 240
	Above 10,000	75	3,990,000
			+ (n – 10,000) * 75

Definition of metric: Annual number of license sales contracts as measured in the system. The accumulating legacy of, for example, expired contracts is ignored.

### **B.4.16. SAP for Postal Services**

SAP Marketing for	12 (1974)	B2C campaigns	4.5
Postal Services (*)	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 250		37,500 Base price
The state of the s	251 to 2,500	75	37,500 + (n – 250) * 75



Above 2,500	52.50	206,250
`		+ (n - 2,500) * 52.50
	B2B campaigns	intelligence and the second
For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
Up to 25		37,500 Base price
26 to 250	750	37,500 + (n – 25) * 750
Above 250	525	206,250 + (n - 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

SAP Sales Management for Postal Services (*)	For n units of 1,000 sales orders	Price per unit (USD)	Price formula (USD)
	Up to 25	-	37,500 Base price
Salphorn.	26 to 2,500	75	37,500 + (n – 25) * 75
	Above 2,500	37.50	223,125 + (n - 2,500) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of sales orders based on one-order documents which are executed in the system and triggered from CRM.

SAP Customer Service Management for Postal	For n units of 1,000 service	Price per unit (USD)	Price formula (USD)
Services (*)	processes	- Sec. 1	37.500
N. C.	Up to 50		37,500 Base price
	51 to 1,000	150	37,500 + (n – 50) * 150
	Above 1,000	37.50	180,000
			+ (n – 1,000) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders.

SAP Supplier Relationship Management for Postal	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
Services			150,000 Base price
	1 to 1,000	2,250	150,000 + (n * 2,250)
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n backends	Price per	Price formula



	backend (USD)	(USD)
1		Included in base price
Above 1	75,000	(n - 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Network Planning for Postal Services	For n planning units	Price per unit (USD)	Price formula (USD)
	1 to 10	75,000	n * 75,000
AL PARK	11 to 50	37,500	750,000 + (n – 10) * 37,500
	Above 50	7,500	2,250,000 + (n – 50) * 7,500
	For n units of 1,000 products	Price per unit (USD)	Price formula (USD)
	1 to 25	30,000	n * 30,000
	26 to 125	7,500	750,000 + (n – 25) * 7,500
	Above 125	3,000	1,500,000 + (n – 125) * 3,000

Definition of metric(s) relevant for this Industry Package: Planning units are distribution centers, Mail sorting centers and hubs. Products are all postal products (e.g. standard & express mail) in the master file used for Operational Network Planning.

SAP Execution of Mall Delivery for Postal Services	For n units of 1,000 freight units	Price per unit (USD)	Price formula (USD)
	Up to 10	-	75,000 Base price
	11 to 100	3,750	75,000 + (n – 10) * 3,750
	101 to 1,000	2,250	412,500 + (n – 100) * 2,250
	Above 1,000	Open marke	et, non-contract pricing available on request

Definition of metric(s) relevant for this Industry Package: Freight units are consolidated shipments as represented in the system in a one year period. In the postal industry, freight units correspond to deliveries, containers and trucks

SAP Distribution Monitoring for Postal	For n units of 1 Mio. events	Price per unit (USD)	Price formula (USD)
Services	Up to 5	-	150,000
			Base price
	6 to 150	9,000	150,000
			+ (n - 5) * 9,000
	151 to 500	4,500	1,455,000
			+ (n – 150) * 4,500
	501 to 1,480	1,500	3,030,000



+ (n – 500) \* 1,500

Definition of metric(s) relevant for this Industry Package: Maximum number of event data records in database for a one year period.

SAP Contract Accounts	For n units of	Price per unit	Price formula
Receivables and	1,000 contract	(USD)	(USD)
Payables for Postal	accounts		6.00
Services	Up to 4	-	75,000
			Base price
	Above 4	18,750	75,000
A STATE OF THE PARTY OF THE PARTY.			+ (n – 4) * 18,750

Definition of metrics: Contract accounts are customer sub-ledgers to accumulate open items and payments. Per customer various accounts may be used

### **B.4.17. SAP for Professional Services**

SAP Strategy & Planning for Professional Services	For n Active Portfolio Items	Price per Active Portfolio Item (USD)	Price formula (USD)
	Up to 40	-	150,000 Base price
	41 to 100	3,750	150,000 + (n - 40) * 3,750
	Above 100	1,500	375,000 + (n - 100) * 1,500

Definition of metric(s) relevant for this Industry Package: An Active Portfolio Item ("ACPI") is defined as any concept, project, service request, quotation, or similar process that is being tracked within the licensed xRPM software. Pricing is based on the maximum number of portfolio items that are active.

SAP Business Development for Professional Services	For n opportunities	Price per opportunity (USD)	Price formula (USD)
(*)	Up to 500	-	18,750 Base Price
	501 to 5,000	37.50	18,750 + (n – 500) * 37.50
The state of	5,001 to 20,000	30	187,500 +(n - 5,000) * 30
	20,001 to 100,000	22.50	637,500 +(n – 20,000) * 22,50
	Above 100,000	15	2,437,500 +(n – 100,000) * 15

Definition of metric(s) relevant for this Industry Package: Annual number of opportunities based on one-order documents which are executed in the system and triggered from CRM

For n schedule resources	8	Price per cheduled ce (USD)	Price formula (USD)
Up to 250			60,000 Base Price



Pastral - " 1298	251 to 10,000	180	60,000
	201 10 10,000	100	+ (n – 250) * 180
1000	10,001 to 50,000	127.5	1,815,000
			+(n – 10,000) *
		•	127.5
	50,001 to 100,000	75	6,915,000
<b>建建设设施</b>			+(n - 50,000) * 75
a ser la se de la composition de	Above 100,000	45	10,665,000
	·		+(n – 100,000) * 45

Definition of metric(s) relevant for this Industry Package: A scheduled resource represents an individual human resource (internal employee or external resource) processed by the workforce management solution in a one year period

SAP IT Service Delivery for Professional Services (*)	For n units of 1,000 service requests	Price per unit (USD)	Price formula (USD)
4.1	1 to 50	-	37,500 Base price
	51 to 1,000	150	37,500 + (n – 50) * 150
	Above 1000	37.50	180,000 + (n – 1,000) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders

SAP Subcontractor Management for Professional Services	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			150,000 Base price
	1 to 1,000	2,250	150,000 + (n * 2,250)
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
aparts.	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n - 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

## **B.4.18. SAP for Railways**

SAP Business Planning for Railways	For n active portfolio items	Price per unit (USD)	Price formula (USD)
	Up to 40	-	150,000
	·		Base price
and the second section of	41 to 100	3,750	150,000



			+ (n - 40) * 3,750
	Above 100	1,500	375,000
500			+ (n – 100) * 1,500

Definition of metric(s) relevant for this Industry Package: An Active Portfolio Item ("ACPI") is defined as any concept, project, service request, quotation, or similar process that is being tracked within the licensed xRPM software. Pricing is based on the maximum number of portfolio items that are active.

SAP Supplier Relationship	For n units of 1 Mio. USD spend	Price per unit (USD)	Price formula (USD)
Management for Rallways	Volume		150,000 Base price
	1 to 1,000	2,250	150,000 + (n * 2,250)
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n - 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Freight Order	For n units of	Price per unit	Price formula
Management for	1,000 freight units	(USD)	(USD)
Railways	Up to 10	-	75,000
			Base price
	11 to 100	3,750	75,000
5 F 4 ASS	<b>X</b>		+ (n - 10) * 3,750
71.	101 to 1,000	2,250	412,500
			+ (n – 100) * 2,250
	Above 1,000	Open market, non-	contract pricing
		available on reques	t

Definition of metric(s) relevant for this Industry Package: Freight units are consolidated shipments as represented in the system in a one year period. In the railway industry, freight units correspond to waybills, bill of ladings, shipments, loads, railcars and sales orders.

Railways		
Up to 400	-	150,000 Base price
Above 400	250	150,000 + (n – 400) * 250

SAP Marketing for	B2C campaigns
	Day tumpaigne



Railways (*)	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 250		37,500 Base price
	251 to 2,500	75	37,500 + (n – 250) * 75
	Above 2,500	52.50	206,250 + (n – 2,500) * 52.50
The state of the s	CALL STREET, SAN	B2B campaigns	THE RESERVE OF THE PARTY OF THE
	For n units of 1,000 campaign contacts	Price per unit (USD)	Price formula (USD)
	Up to 25		37,500 Base price
	26 to 250	750	37,500 + (n – 25) * 750
	Above 250	525	206,250 + (n - 250) * 525

Definition of metric(s) relevant for this Industry Package: The number of campaign contacts is calculated by multiplying the number of campaigns per year with the average target group size. Campaigns are all executed campaigns which are modeled, in execution or complete in the SAP CRM system.

SAP Customer Management for Railways (*)	For n units of 1,000 sales orders	Price per unit (USD)	Price formula (USD)
	Up to 25	-	37,500 Base price
	26 to 2,500	75	37,500 + (n – 25) * 75
	Above 2,500	37.50	223,125 + (n – 2,500) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of sales orders based on one-order documents which are executed in the system and triggered from CRM.

SAP Complaint Management for Railways (*)	For n units of 1,000 service requests	Price per unit (USD)	Price formula (USD)
	Up to 50	_	37,500 Base price
	50 to 1,000	150	37,500 + (n – 50) * 150
Sugar 6	Above 1,000	37.50	180,000 + (n – 1,000) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders.

## **B.4.19. SAP for Telecommunications**

CAD Domand & Comple	Early planeins	Delan near Delan formula
SAP Demand & Supply	For h planning	Price per Price formula



Planning for	locations	location (USD)	(USD)
Telecommunications	1 to 10	75,000	n * 75,000
	11 to 50	37,500	750,000 + (n – 10) * 37,500
	Above 50	7,500	2,250,000 + (n – 50) * 7,500
	For n units of 1,000 products	Price per unit (USD)	Price formula (USD)
	1 to 25	30,000	n * 30,000
	26 to 125	7,500	750,000 + (n – 25) * 7,500
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Above 125	3,000	1,500,000 + (n – 125) * 3,000

Definition of metric(s) relevant for this Industry Package: Planning locations and products. Locations are plants, distribution centers, customers and suppliers/vendors modeled in APO (Advanced Planning and Optimization). The number of products is the yearly average of number of products in characteristic combinations used for demand planning and / or planned objects in the APO master file for supply planning.

SAP Extended Sourcing for Telecommunications	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			300,000 Base price
	50 to 500	2,625	300,000 + (n - 50) * 2,625
	501 to 1,000	2,250	1,481,250 + (n – 500) * 2,250
	Above 1,000	450	2,606,250 + (n – 1,000) * 450
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spends for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Extended Procurement for Telecommunications	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			150,000 Base price
	1 to 1,000	2,250	150,000 + (n * 2,250)
	Above 1,000	225	1,600,000 + (n – 1,000) * 225
Part of the state	For n backends	Price per backend (USD)	Price formula (USD)



1		Included in base price
Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends.

Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP CRM & Order Management for	For n units of 10,000 customers	Price per unit (USD)	Price formula (USD)
Telecommunications	Up to 100	T -	375,000
			Base price
	101 to 200	3,000	375,000
See 3			+ (n – 100) * 3,000
<b>一点,这种</b>	201 to 800	2,700	675,000
5000000			+ (n – 200) * 2,700
	Above 800	2,250	2,295,000
Maria Company		·	+ (n – 800) * 2,250
	For n units of 10,000 telecom orders	Price per unit (USD)	Price formula (USD)
	1 to 25	-	375,000
	Above 25	15,000	375,000 + (n – 25) * 15,000

The total price is the sum of the prices based on customers and on telecom orders. Note that each of the parts includes a base price of 375,000 USD. Thus, if a SAP customer uses both the CRM and the telecom specific functionality, the effective base price is 750,000 USD. Definition of metric(s) relevant for this Industry Package: Customers are active business partners/subscribers in the CRM system. Telecom orders are the total annual number of orders and subscriptions (for individual service products or bundles), change processes (e.g. tariff or subscription changes) and cancellations.

SAP Dealer and POS Management for	For n POS	Price per unit (USD)	Price formula (USD)
Telecommunications	Up to 100	-	325,000 Base price
	Above 100	1,200	325,000 + (n – 100) * 1,200

Definition of metric(s) relevant for this Industry Package: A Point of Sales (POS) is a physical store or shop-in-shop. Pricing is based on the total number of POS entries in the master file.

SAP Customer Financials Management for Telecommunications	For n units of 10,000 contract accounts	Price per unit (USD)	Price formula (USD)
	Up to 5	-	187,500
			Base price
	6 to 40	37,500	187,500
1,24000000000000000000000000000000000000			+ (n – 5) * 37,500
and the second	41 to 200	28,500	1,500,000
The second of the second			+ (n - 40) * 28,500
10 miles   10 miles	201 to 800	19,500	6,060,000



		+ (n - 200) * 19,500
Above 800	10,500	17,760,000
		+ (n – 800) * 10,500

Definition of metric(s) relevant for this Industry Package A contract account is 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.

SAP Convergent Invoicing for Telecommunications	For n units of 10,000 contract accounts	Price per unit (USD)	Price formula (USD)
	Up to 5	-	150,000 Base price
	6 to 40	30,000	150,000 + (n - 5) * 30,000
	41 to 200	22,500	1,200,000 + (n – 40) * 22,500
	201 to 800	15,000	4,800,000 + (n - 200) * 15,000
	Above 800	7,500	13,800,000 + (n – 800) * 7,500

Definition of metric(s) relevant for this Industry Package: A contract account is 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.

### **B.4.20. SAP for Utilities**

SAP Technical Asset	For n units of	Price per unit	Price formula
Management for	10,000 PoDs	(USD)	(USD)
Utilities	Up to 2	_	15,000
			Base price
	Above 2	7,500	15,000
			+ (n - 2) * 7,500
	For n plant units	Price per plant	Price formula
		unit (USD)	(USD)
	"n" units	112,500	n * 112,500

The total price is the sum of the prices based on PoDs and on plant units.

Definition of metric(s) relevant for this Industry Package: A plant unit corresponds to 300 MW of power generation. Water utilities are treated as having one plant unit. Points of Deliveries (PoDs) are service connections in the master file.

Pure wholesale utilities (annual revenue per customer > 15,000 USD) have to license a minimum of 100,000 PoDs (10 price units).

This Industry Package includes one license of GIS Connector for the Control Broker. Unlike other SAP products the GIS connector license does not cover back up, development, demo or training systems. If customers want to run the GIS connector for such systems on a separate instance a separate back-up or development license is required.

SAP Extended Sourcing for Utilities	For n units of 1 Mio. USD spend	Price per unit Price formula (USD) (USD)
10 H 10 T	volume	(050)



Isa, ya sa 94 mining 27.11 con anno an usa 2006.			200,000
The second second			300,000
52 2 1 8 MILLION 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			Base price
A SALE OF SALE	50 to 500	2,625	300,000
A Section of		,	+ (n - 50) * 2,625
	501 to 1,000	2,250	1,481,250
	•		+ (n – 500) * 2,250
red State of the s	Above 1,000	450	2,606,250
			+ (n – 1,000) * 450
	For n backends	Price per	Price formula
		backend (USD)	(USD)
	1		Included in
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1			base price
	Above 1	75,000	(n - 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Resource & Supplier Management for Utilities	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			150,000 Base price
	1 to 1,000	2,250	150,000 + (n * 2,250)
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
hwm/046-942	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends.

Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Energy Data Management for	For n units of 10,000 PoDs	Price per unit (USD)	Price formula (USD)
Utilities	Up to 2	-	45,000
			Base price
	Above 2	22,500	45,000
			+ (n – 2) * 22,500

Definition of metric(s) relevant for this Industry Package: PoDs (Points of Deliveries) are service connections in the master file. Pure wholesale utilities (annual revenue per customer > 15,000 USD) have to license a minimum of 100,000 PoDs (10 price units).

	For n units of	Price per unit	Price formula
Management for Water	10,000 PoDs	(USD)	(USD)
Utilities	Up to 2	-	22,500
: coalling 65	•		Base price



Above 2	11,250	22,500
		+ (n - 2) * 11,250

Definition of metric(s) relevant for this Industry Package: PoDs (Points of Deliveries) are water service connections in the master file. Pure wholesale water utilities (annual revenue per customer > 15,000 USD) have to license a minimum of 100,000 PoDs (10 price units).

SAP Customer Relationship & Billing	For n units of 10,000 contracts	Price per unit (USD)	Price formula (USD)
for Utilities	Up to 2	-	60,000
			Base price
Supraga Supraga	Above 2	30,000	60,000
<b>A</b> N981			+ (n – 2) * 30,000

Definition of metric(s) relevant for this Industry Package: A contract is an agreement concerning the supply of energy or water between business partner and utility company that applies to a single division (e.g. gas retail, electricity distribution). Pricing is based on maximum number of contracts in master file. Pure wholesale utilities (annual revenue per customer > 15,000 USD) have to license a minimum of 100,000 contracts (10 price units).

SAP Customer Financial Management for Utilities	For n units of 10,000 contract accounts	Price per unit (USD)	Price formula (USD)
	Up to 2	-	75000
			Base price
	Above 2	37,500	75,000
			+ (n – 2) * 37,500

Definition of metric(s) relevant for this Industry Package: A contract account is 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.

Pure wholesale utilities (annual revenue per customer > 15,000 USD) have to license a minimum of 100,000 contract accounts (10 price units).

SAP Collaborative	For n units of	Price per unit	Price formula
Services Management for Utilities	10,000 Points of Delivery (PoDs)	(USD)	(USD)
	Up to 2	-	30,000
			Base price
Shinoderes San San	Above 2	15,000	30,000
			+ (n - 2) * 15,000

Definition of metric(s) relevant for this Industry Package: PoDs (Points of Deliveries) are service connections in the master file.

Pure wholesale utilities (annual revenue per customer > 15,000 USD) have to license a minimum of 100,000 PoDs (10 price units).

### **Public Services**

### **B.4.21. SAP for Public Sector**

(USD) (USD)	USD)
W. C.	(USD)



	Up to 50	-	150,000
			Base price
30.00	51 to 1,000	3,000	150,000
			+ (n – 50) * 3,000
	Above 1,000	450	3,000,000
			+ (n – 1,000) * 450

Definition of metric(s) relevant for this Industry Package: Annual public sector spend budget as published records of budget year procurement obligations

The state of the s	For n units of 50,000 business partners	Price per unit (USD)	Price formula (USD)
	"n" units	75,000	n * 75,000

Definition of metric(s) relevant for this Industry Package: A business partner is a constituent or a grant applicant

Citizens accessing the above packages for a strongly restricted set of tasks do not require a user license. These tasks include the viewing of documents, change of address, paying of bills and confirmations of delivery

SAP Tax and Revenue	For n units of	Price per unit	Price formula
Management for Public	50,000	(USD)	(USD)
Sector	business		matikana (KGE Samon Co. G
	partners		200 P. C.
A STATE OF STREET STATE OF STA	"n" units	120,000	n * 120.000

Definition of metric(s) relevant for this Industry Package: A business partner is a constituent or a taxpayer

Citizens accessing the above packages for a strongly restricted set of tasks do not require a user license. These tasks include the viewing of documents, change of address, paying of bills and confirmations of delivery.

SAP Payroll Processing for Nonprofit Organizations	For n units of 500 master records	Price per unit (USD)	Price formula (USD)
	"n" units	11,250	n * 11,250

Definition of metric(s) relevant for this Industry Package: A master record represents one contractual relationship between the company and an employee whose payroll is being calculated. Licensing of ERP option "Payroll Processing" is a prerequisite for licensing this package.

SAP Payment Processing	For n units of	Price per unit	Price formula
for Public Sector	50,000 Business	(USD)	(USD)
	Partner "n" units	75,000	n * 75.000

Definition of metric(s) relevant for this Industry Package: A business partner is a constituent, organization or company.



### B.4.22. SAP for Defense and Security

SAP Force Generation for Defense & Security	Weighted size of Organization in FTE	Price per FTE (USD)	Price formula (USD)
	"n" FTEs	450	n * 450

Definition of metric(s) relevant for this Industry Package: The weighted size of the organization reflects the number of Full Time Equivalents (FTEs) employed in the organization — including military and civilian personnel & reserve:

Formula = Military Personnel x 1.0 + Reserve x 0.5 + Civilian x 0.5

SAP Force Deployment for Defense & Security	Weighted size of Organization in FTE	Price per FTE (USD)	Price formula (USD)
	"n" FTEs	150	n * 150

Definition of metric(s) relevant for this Industry Package: The weighted size of the organization reflects the number of Full Time Equivalents (FTEs) employed in the organization – including military personnel & reserve:

Formula = Military Personnel x 1.0 + Reserve x 1.0

Prerequisite for "SAP Force Deployment for Defense & Security" is a valid license of "SAP Force Generation for Defense & Security".

SAP Incident Management for Defense & Security	Size of Organization in FTE	Price per FTE (USD)	
	"n" FTEs	225	n * 225

Definition of metric(s) relevant for this Industry Package: The size of the organization reflects the number of all Full Time Equivalents (FTEs) employed in the organization.

SAP Defense	Price (USD)
	3,750,000

SAP Defense is priced per organization. SAP Defense is not available for all countries, for details please see contact information at <a href="https://www.sap.com/defense">www.sap.com/defense</a>. Prerequisite for SAP Defense is a valid license of "SAP Force Deployment for Defense & Security" or "SAP Force Generation for Defense & Security".

### **B.4.23. SAP for Health Care**

SAP Patient Management for Healthcare	For n treated patients	Price per treated patient (USD)	Price formula (USD)
	Up to 10,000	-	45,000
			Base Price
	10,001 to	2.25	45,000
A Contract	30,000		+ (n - 10,000) * 2.25



Above 30,000 0.75 90,000 + (n – 30,000) \* 0.75

Definition of metric(s) relevant for this Industry Package: 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

SAP Supplier Relationship Management & Logistics for Healthcare	For n treated patients	Price per treated patient (USD)	Price formula (USD)
	Up to 10,000	-	45,000 Base Price
	10,001 to 30,000	0.75	45,000 + (n – 10,000) * 0.75
	Above 30,000	0.375	60,000 + (n – 30,000) * 0.375

Definition of metric(s) relevant for this Industry Package: 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.

SAP Ambulatory Care Management for Healthcare	For n units of Outpatient Days	Price per 75,000 Outpatient Days (USD)	Max. cumulated/ Price formula (USD)
	Up to 30,000	-	67,500
	30,001 to 60,000	-	90,000
	60,001 to 100,000	-	112,500
Company Company	100,001 to 150,000	-	135,000
All many	150,001 to 200,000	-	157,500
	Above 200,000	22,500	157,500 + n *22,500

Definition of Metric(s): One Outpatient Days is counted when one patient has been treated as an outpatient on 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).

n in the formula above means number of packages of 75,000 Outpatient Days each.

## B.4.24. SAP for Higher Education & Research

SAP Educational Services for Higher Education &	For n students	Price per student (USD)	Price formula (USD)
Research	1 to 25,000	45	n * 45
	25,001 to 75,000	30	1,125,000 + (n - 25,000) * 30
THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TO THE PERSON NAMED IN COLUMN T	Above 75,000	15	2,625,000 + (n – 75,000) * 15

Definition of metric(s) relevant for this Industry Package: A registered student is a student registered at the educational institution for a period of time during the academic year. Students accessing the above packages for a strongly restricted set of tasks do not require a user license. These tasks include the viewing of documents, change of address, paying of bills and confirmations of delivery.

#### **Financial Services**



### **B.4.25. SAP for Banking**

Users accessing the options listed below need to be licensed at least as Banking User. A Banking User is a Named User who is solely authorized to access the Industry Packages for Banks listed below. Banking Users are not entitled to access other SAP application or solution components. Price per Banking User is USD 600. Banking User fees are due in addition to bank specific Industry Packages. Exceptions are mentioned in the metric description below. Additional Safeguarding Packages can be purchased to mitigate risks during implementation, upgrade, migration or operations.

SAP Marketing, Sales & Service for Banking (*)	For n units of 1,000 retail customer files	Price per unit (USD)	Price formula (USD)
	Up to 100	1,500	n * 1,500
	101 to 500	750	150,000 + (n – 100) * 750
	501 to 1,000	600	450,000 + (n – 500) * 600
	1,001 to 5,000	450	750,000 + (n – 1,000) * 450
	5,001 to 10,000	300	2,550,000 + (n – 5,000) * 300
	Above 10,000	150	4,050,000 + (n – 10,000) * 150
	For n units of 100 corporate customer files	Price per unit (USD)	Price formula (USD)
	Up to 500	3,000	n * 3,000
	501 to 2,500	2,250	1,500,000 + (n – 500) * 2,250
	Above 2,500	1,500	6,000,000 + (n – 2,500) * 1,500

Minimum price: 150,000 USD

Definition of Metric: Number of Banking Customer Files = number of Banking business partners; distinguished between Retail Customers, Corporate Customers. For this Package SAP Application Professional User (or SAP CRM Professional User resp. SAP ERP or SAP Business Suite Professional User) is required

SAP Financial Database for	For n units of	Price per	Price formula
Banking	1,000 objects	unit (USD)	(USD)
	Up to 60	(030)	300,000 (minimum
			price)



	61 to 100	4,950	300,000+(n- 60)*4,950
	101 to 200	3,300	495,000+(n- 100)*3,300
	201 to 500	2,400	825,000+(n- 200)*2,400
	501 to 1,000	1,200	1,545,000+(n- 500)*1,200
	1,001 to 2,000	600	2,145,000+(n- 1,000)*600
	2,001 to 5,000	450	2,745,000+(n- 2,000)*450
	5,001 to 50,000	300	4,095,000+(n- 5,000)*300
	Above 50,000	225	17,595,000+(n- 150)*225

The minimum price for this Industry Package is 300,000 USD.

Definition of metric(s) relevant for this Industry Package: Objects entering into the calculation are:

- Contract for financial products that are sold in the retail market and in OTC (overthe-counter) trading (examples: loans, credit facilities), and
- Standardized products that can be bought and sold in an open market (stock exchange). Examples: Shares, Listed Options, Bonds

SAP Limit Manager for Banking	For n units of 1,000 Limit sets	Price per unit (USD)	Price formula (USD)
	Up to 50		300,000 minimum price
	51 to 100	6,000	300,000 + (n – 50) * 6,000
	100 to 500	2,250	600,000 + (n – 100) * 2,250
	501 to 1,000	1,500	1,500,000 + (n - 500) * 1,500
	1,001 to 5,000	600	2,250,000 + (n - 1,000) * 600
	Above 5,000	300	4,650,000 + (n – 5,000) * 300

Definition of metric(s) relevant for this Industry Package: Number of current Limit sets that are used in the system

LACTOR LACTOR STREET		Price per unit (USD)	Price formula (USD)
	Up to 10		300,000



	11 to 50	18,000	300,000 + (n – 10) * 18,000
	51 to 100	16,500	1,020,000
	5110100	10,500	+ (n – 50) * 16,500
	101 to 200	15,000	1,845,000
	10110200	10,000	+ (n – 100) * 15,000
	201 to 500	13,500	3,345,000
Comment of the Commen			+ (n – 200) * 13,500
School HEAVA	501 to 1,000	12,000	7,395,000
1000000			+ ( n – 500) * 12,000
residential and a state of the	Above 1,000	7,500	13,395,000
statement of the statem			+ (n – 1,000) *7,500
Committee of the Commit	For n units of	Price per	Price formula
	1,000 units of	unit (USD)	(USD)
	consumer loans		200,000
	Up to 10	40.500	300,000
A STATE OF THE STA	11 to 50	10,500	300,000 + (n – 10) * 10,500
English (CHAPTER)	51 to 100	6,000	+ (n – 10) * 10,500 720,000
The second secon	31 10 100	6,000	+ (n – 50) * 6,000
	101 to 200	5,250	1,020,000
	10110200	0,200	+ (n – 100) * 5,250
	201 to 500	4,500	1,545,000
		,,,,,,	+ (n - 200) * 4,500
\$10 Per 25 1	501 to 1,000	3,750	2,895,000
			+ (n – 500) *3,750
	Above 1,000	3,000	4,770,000
			+ (n – 1,000) * 3,000
	For n units of	Price per	Price formula
	1,000 units of	unit (USD)	(USD)
	time deposits		200,000
	Up to 10	10.500	300,000
The state of the s	11 to 50	10,500	300,000
	51 to 100	6,000	+ (n – 10) * 10,500 720,000
4	31 10 100	0,000	+ (n – 50) * 6,000
	101 to 200	5,250	1,020,000
	.0.10250	0,250	+ (n – 100) * 5,250
A STATE OF THE RESERVE	201 to 500	4,500	1,545,000
		.,,,,,,	+ (n – 200) * 4,500
	501 to 1,000	3,750	2,895,000
			+ (n – 500) *3,750
	Above 1,000	3,000	4,770,000
			+ (n – 1,000) * 3,000
	For n units of 1,000 units of Checking and Saving Accounts	Price per unit (USD)	Price formula (USD)
	Up to 10	***************************************	300,000
	11 to 50	4,500	300,000
		,,,,,,,	+ (n – 10) * 4,500



CASE THE PERSON	51 to 100	4,200	480,000
A STATE OF THE PROPERTY OF THE PARTY OF THE	-		+ (n – 50) * 4,200
Programme Company	101 to 200	3,750	690,000
SERIO MINISTER			+ (n – 100) * 3,750
	201 to 500	3,450	1,065,000
Sheringari - Santa S			+ (n – 200) * 3,450
(A)	501 to 1,000	3,000	2,100,000
A Community of the	·		+ (n – 500) * 3,000
	Above 1,000	2,700	3,600,000
1,000			+ (n – 1,000) * 2,700

Definition of Metrics: Number of Home Equity Lines of Credits or Loans (HELOC) that will be priced using the Price Optimization tool, on an annualized basis.

Number of Consumer Loans (Auto Loans), that will be priced using the Price Optimization tool, on an annualized basis.

Number of Time Deposits Checking and Savings that will be priced using the Price Optimization tool, on an annualized basis.

Number of Checking and Savings Accounts that will be priced using the Price Optimization tool, on an annualized basis.

SAP Extended Sourcing for Banking	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			300,000 Base price
	50 to 500	2,625	300,000 + (n – 50) * 2,625
	501 to 1,000	2,250	1,481,250 + (n – 500)* 2,250
	Above 1,000	450	2,606,250 + (n - 1,000) * 450
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends.

Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Extended Procurement for Banking	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
			150,000 Base price
	1 to 1,000	2,250	150,000 + (n * 2,250)
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n backends	Price per backend	Price formula (USD)



See	(USD)	
1		Included in
		base price
Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spend for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

For this Package SAP Application Professional User (or mySAP SRM Professional User for Customers with mySAP contract) is required.

#### **B.4.26. SAP for Insurance**

SAP Marketing for Insurance (*)	For n units of 1 Mio. USD gross written premium	Price per unit (USD)	Price formula (USD)
	Up to 50		45,000 Base price
	51 to 250	750	45,000 + (n – 50) * 750
# * * * * * * * * * * * * * * * * * * *	251 to 1,000	600	195,000 + (n – 250) * 600
	1,001 to 2,000	450	645,000 + (n – 1,000) * 450
	Over 2,000	300	1,095,000 + (n – 2,000) * 300

Definition of metric(s) relevant for this Industry Package: Gross written premium of an insurance company is the sum of earned gross premium of a fiscal year

SAP Sales Management for Insurance (*)	For n units of 1 Mio. USD gross written premium	Price per unit (USD)	Price formula (USD)
	Up to 50		45,000 Base price
	51 to 250	750	45,000 + (n – 50) * 750
	251 to 1,000	600	195,000 + (n – 250) * 600
TO A	1,001 to 2,000	450	645,000 + (n – 1,000) * 450
	Over 2,000	300	1,095,000 + (n – 2,000) * 300

Definition of metric(s) relevant for this Industry Package: Gross written premium of an insurance company is the sum of earned gross premium of a fiscal year



SAP Customer Service Management for Insurance (*)	For n units of 1 Mio. USD gross written premium	Price per unit (USD)	Price formula (USD)
	Up to 50		45,000 Base price
	51 to 250	750	45,000 + (n – 50) * 750
	251 to 1,000	600	195,000 + (n - 250) * 600
	1,001 to 2,000	450	645,000 + (n – 1,000) * 450
And the second s	Over 2,000	300	1,095,000 + (n – 2,000) * 300

Definition of metric(s) relevant for this Industry Package: Gross written premium of an insurance company is the sum of earned gross premium of a fiscal year

SAP incentive and Commission Management for	For n units of 1 Mio USD gross written premium	Price per unit (USD)	Price formula (USD)
Insurance	Up to 50	-	600,000 Base price
	51 to 250	6,000	600,000 + (n – 50) * 6,000
	251 to 1,000	4,500	1,800,000 + (n – 250) * 4,500
	1,001 to 2,000	3,000	5,175,000 + (n – 1,000) * 3,000
	Above 2,000	2,250	8,175,000 + (n – 2,000) * 2,250

Definition of metric(s) relevant for this Industry Package: Gross written premium of an insurance company is the sum of earned gross premium of a fiscal year

SAP Collections and Disbursements for Insurance	For n units of 1 Mio. USD gross written premium	Price per unit (USD)	Price formula (USD)
	Up to 50	_	450,000 Base price
	51 to 250	4,500	450,000 + (n – 50) * 4,500
	251 to 1,000	3,375	1,350,000 + (n – 250) * 3,375
	1,001 to 2,000	2,250	3,881,250 + (n – 1,000) * 2,250
Strategies (	Over 2,000	1,875	6,131,250 + (n – 2,000) * 1,875

Definition of metric: Gross written premium of an insurance company is the sum of earned

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# gross premium of a fiscal year

SAP Investment Management for Insurance	For n units of 1 Bill. USD Asset under Management	Price per unit (USD)	Price formula (USD)
medium o	Up to 3	-	180,000 Base price
	4 to 12	45,000	180,000 + (n – 3) * 45,000
	Above 12	30,000	585,000 + (n – 12) * 30,000

Definition of metric: Asset under Management is the book value of the financial instruments (assets plus liabilities) managed by the insurance company.

SAP Investment Controlling for Insurance	For n units of 1 Bill. USD Asset under Management	Price per unit (USD)	Price formula (USD)
	Up to 3	-	180,000 Base price
	4 to 12	45,000	180,000 + (n - 3) * 45,000
	Above 12	30,000	585,000 + (n – 12) * 30,000

Definition of metric: Asset under Management is the book value of the financial instruments (assets plus liabilities) managed by the insurance company.

SAP Financial Customer Information Management for Insurance	For n units of 1,000 customer files	Price per unit (USD)	Price formula (USD)
	Up to 300	-	450,000 Base price
	301 to 1,000	1,200	450,000 + (n – 300) * 1,200
	1,001 to 2,500	600	1,290,000 + (n – 1,000) * 600
	Above 2,500	300	2,190,000 + (n – 2,500) * 300

Definition of metric: Customer files are the actual or forecasted number of customer information files for the System of Record. If System of Recorded is supported by an SAP solution (FS-PM,FS-CM,FS-CD,FS-ICM), then separate purchase is not required for use in relevance with that solution.

SAP Extended Sourcing for Insurance	For n units of 1 Mio. USD spend volume	Price per unit (USD)	
- 10			300,000
			Base price
and the state of t	50 to 500	2,625	300,000
PEGE			+ (n - 50) * 2,625



501 to 1,000	2,250	1,481,250 + (n – 500) * 2,250
Above 1,000	450	2,606,250 + (n – 1,000) * 450
For n backends	Price per backend (USD)	Price formula (USD)
1		Included in base price
Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends. Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spends for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Extended Procurement for	For n units of 1 Mio. USD spend volume	Price per unit (USD)	Price formula (USD)
Insurance			150,000 Base price
	1 to 1,000	2,250	150,000 + (n * 2,250)
	Above 1,000	225	2,400,000 + (n – 1,000) * 225
	For n backends	Price per backend (USD)	Price formula (USD)
	1		Included in base price
	Above 1	75,000	(n – 1) * 75,000

The total price is the sum of the prices based on spend volume and on backends.

Definition of metric(s) relevant for this Industry Package: Spend Volume is the amount of the company's annual spends for direct and indirect goods and services. Backends are ERP systems to which the industry package is connected.

SAP Statutory Reporting for Insurance	For n units of 1 Bill. USD Asset under Management	Price per unit (USD)	Price formula (USD)
	Up to 3.5		90,000
	3.5 to 12		135,000
and the little and th	Above 12	3,000	180,000 + (n – 12) * 3,000

Definition of metric: Asset under Management is the book value of the financial instruments (assets plus liabilities) managed by the insurance company.

#### B.5. SAP NetWeaver

## B.5.1. SAP NetWeaver Application Specific Runtime License and Related Product Options



An application specific runtime license of SAP NetWeaver is included with the SAP Application or SAP solution licenses. Use of the following SAP NetWeaver components or capabilities needs to be licensed separately and in addition to Named Users, Product Options, Industry Packages and Supplementary Products.

#### B.5.1.1 SAP Exchange Infrastructure (SAP XI)

SAP XI pricing consists of two elements: the SAP XI Base Engine and the adapters.

#### SAP XI Base Engine

If SAP XI is used to integrate 3rd party applications among each other or with SAP software of the licensee, then the SAP XI Base Engine is priced based on the overall processed message volume expressed in GigaBytes (GB) per month. A single message originating from licensee's SAP application and being sent to licensee's SAP application is not counted.

GB/month	Price per 50 GB/month	Max. Cumulated Price
0 to 5	NA	22,500
5 to 25	NA	75,000
25 to 50	NA	135,000
51 to 250	30,000	255,000
251 to 500	27,000	390,000
501 to 1,000	22,500	615,000
1,001 to 2,000	15,000	915,000
2,001 to 3,000	11,250	1,140,000
		1,140,000 plus (n > 3,000 divided by
Above 3,000	7,500	50) times 7,500

#### Adapters

Adapters are only available in conjunction with the SAP XI Base Engine or SAP NetWeaver Full Use license. Adapters are priced based on the processed message volume or based on the number of connected systems. Adapters are categorized into following categories:

- Category I: Standard Technical Protocol Adapters, provided by SAP
- Category II: Backend Applications:
- Category III: Technical Adapters:
- Category IV: EDI Adapters Including Industry-Specific Mappings:
- SAP Business Packages (Adapter and Mapping by SAP)

For pricing see B.6 Supplementary Products

#### **B.5.1.2 SAP Master Data Management**

SAP Master Data Management pricing consists of following elements: MDM, MDM PCM, MDM print and MDM GDS.

#### **MDM**

MDM pricing is based upon:

- object type; and
- maximum number of objects stored in the MDM system;

The object type:



Object Type	Applicable MDM Pricing Scale
Product	2
Customer	3
Supplier	1
Other (i.e.: employees)	1

The maximum number of objects stored in the MDM system:

Pricing S	Scale 1	Pricing 9	Scale 2	Pricing	Scale 3
Max Objects (in '000)	Price (USD)	Max Objects (in '000)	Price (USD)	Max Objects (in '000)	Price (USD)
.05	225,000	5	225,000	50	225,000
1	337,500	10	337,500	100	337,500
2.5	525,000	25	525,000	250	525,000
5	750,000	50	750,000	500	750,000
10	1,012,500	100	1,012,500	1,000	1,012,500
25	1,500,000	250	1,500,000	2,500	1,500,000
50	2,175,000	500	2,175,000	5,000	2,175,000
100	3,000,000	1,000	3,000,000	10,000	3,000,000
250	4,650,000	2,500	4,650,000	25,000	4,650,000
500	6,450,000	5,000	6,450,000	50,000	6,450,000
over 500	9,000,000	over 5,000	9,000,000	over 50,000	9,000,000

### MDM PCM

MDM PCM is the SAP platform solution for product content management (PCM) that includes a subset of MDM capabilities to create and manage product data in a catalog; it does not require the purchase of MDM nor does it include data distribution logic, workflow nor object-specific business analytics. **MDM includes this functionality and it does not need to be licensed separately for MDM.** 

The price for MDM PCM is based on the number of products in the Product DataCache.

Max Objects (in '000)	Price (USD)
5	97,500
10	172,500
25	262,500
50	375,000
100	510,000
250	750,000
500	1,087,500
1,000	1,500,000
2,500	2,325,000
5,000	3,225,000
over 5,000	4,500,000

#### MDM Print

MDM Print is the SAP solution for print catalog publishing; it requires the purchase of either MDM for the Product object or MDM PCM (which themselves do <u>not</u> include MDM Print).



The price for MDM Print is based on the number of products in the Product DataCache.

Max Objects (in '000)	Price (USD)
5	97,500
10	172,500
25	262,500
50	375,000
100	510,000
250	750,000
500	1,087,500
1,000	1,500,000
2,500	2,325,000
5,000	3,225,000
over 5,000	4,500,000

#### MDM GDS

MDM GDS is the SAP turnkey solution for Global Data Synchronization (GDS) and does not require the purchase of MDM (which itself does not include MDM GDS). The price for MDM GDS is based on the number of products in the Product DataCache.

Important Note: Requires the purchase of the Seeburger AS2 Adapter.

Max Objects (in '000)	Price (USD)
50	262,500
100	352,500
250	525,000
500	750,000
1,000	1,050,000
2,500	1,650,000
5,000	2,225,000
over 5,000	3,150,000

Customers who want to extend to MDM or MDM PCM must purchase the corresponding license in addition to the MDM GDS license.

#### B.5.1.3. OpenHub

OpenHub has to be licensed whenever data is being extracted and transferred from SAP BW into third party target systems. The communication between multiple SAP BW systems does not require OpenHub.

OpenHub	For n units of installations (productive system)	Price per unit (USD)	Price formula (USD)
	"n" units	375,000	n *375,000

## B.5.1.4. BeX Broadcaster

BeX Broadcaster	Number of broadcast recipients	Price (USD)
	Up to 500	56,250



501 to 1,000	75,000
1,001 to 5,000	300,000
5,001 to 20,000	750,000
Above 20,000	1,125,000

Broadcasting recipients accessing SAP solutions or their respective components need to be licensed for such solutions.

# **B.5.1.5. SAP NetWeaver Records Management**

SAP NetWeaver Records Management	For n units of records	Price per unit	Price formula (USD)
	Up to 30,000		45,000
			Base price
	30,001 to 50,000	0.975	45,000 + (n – 30,000) * 0.975
	50,001 to 100,000	0.75 .	64,500
	100,001 to 200,000	0.57	+ (n - 50,000) * 0.75
	100,001 (0 200,000	0.57	102,000 + (n – 100,000) * 0.57
	200,001 to 500,000	0.435	159,000
			+ (n – 200,000) *
			0.435
	500,001 to 1,000,000	0.33	289,500
		•	+ (n – 500,000) * 0.33
	Above 1,000,000	Open market, non-	Open market, non-
4% ×		contract pricing	contract pricing
		available upon	available upon request
		request	

#### **B.5.1.6. External Community Members**

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.

External Community Members	For n units of 500 users	Price per unit (USD)	Price Formula (USD)
	1		187,500
			Base price
At March	2	-	281,250
	3 to 5	37,500	281,250
all many			+ (n – 2) * 37,500
	6 to 20	18,750	393,750
			+ (n – 5) * 18,750
	21 to 200	3,750	675,000
			+ (n – 20) * 3,750
	201 to 2,000	750	1,350,000
			+ (n – 200) * 750



Abo	ve 2,000	Open market,	Open market, non-
		non-contract	contract pricing available
		pricing available	upon request
1.00		upon request	

The pricing for External Community Members is not discountable.

#### B.5.1.7. SAP NetWeaver Business Intelligence (BI) Accelerator

SAP NetWeaver Bl For n units of 16GB lots Accelerator blade memory size	Price per unit (USD)	Price formula (USD)
"n" units	75,000	n * 75,000

SAP NetWeaver BI Accelerator does <u>not</u> contribute to the SAV and is <u>not</u> discountable. Certain hardware restrictions may apply – details are available upon request. Contact solution marketing for product details and refer to Product Availability Matrix for supported hardware platforms.

#### **B.5.2. SAP Netweaver Full Use License**

If the customer wants to use SAP NetWeaver technology outside of the scope of the application specific runtime license additional licensing is required by way of a full use license. There are two mutually exclusive pricing options for SAP NetWeaver Full Use license; i.e. customers can license SAP NetWeaver Full Use either CPU-based or user-based. Customers must decide the first time they purchase or license a SAP NetWeaver Full Use license which model (user-based or CPU-based) they choose. Switching or mixing CPU-based and user-based licensing for SAP NetWeaver Full use is not permitted.

SAP NetWeaver Full Use	Unit	Price per Unit (USD)
	Per user (Minimum 120 users)	375
The second secon	Or (mutually exclusive)	Or
72.4	Per CPU	45,000
Definition of metric(s) relevan	of for this: Eveny CDI I that runs at least name of S	AD Net\Meaver counts as

Definition of metric(s) relevant for this: Every CPU that runs at least parts of SAP NetWeaver counts as full CPU. Dual core processors are counted as 1 processor only. And, CPU's with hyper-threading are also licensed as 1 processor.

Use of SAP NetWeaver Options or Supplementary Products listed in this price list (except SAP Partner Connectivity Kit) needs to be licensed separately and in addition to the SAP NetWeaver Full Use CPU based License.

Use of SAP NetWeaver Options or Supplementary Products listed in this price list needs to be licensed separately and in addition to the SAP NetWeaver Full Use user based License.

For development and administration purposes following Named Users need to be licensed in addition to the SAP NetWeaver Full Use license.

SAP NetWeaver Developer User	SAP NetWeaver Professional User
5,250 USD	4,800 USD

#### B.6. Supplementary Products (SIN 132-33)



Supplementary Products are to be licensed in addition to Named Users. That is, a user accessing a Supplementary Product must be licensed as a Named User, too. Such Named Users may access Supplementary Products to the extent of their licensed user category. Third party products are marked with the symbol ( $\Box$ )

	Price per Unit (USD)	Metrics and Price Unit
General	1	Contract of the Contract of th
SAP Auto ID Enterprise	See below (1)	See below (1)
SAP Auto ID Infrastructure	75,000	Per Auto-ID site (2)
SAP TDMS	See below	See below (3)
SPEC 2000	150,000	Per 50,000 spare parts
	,	material master records
ERP Related		10 miles
Interfaces to Business One	See below	See below (4)
PLM/ERP related		
AutoCad Integration (⊡), (5a)	1,250	Per AutoCAD user
	.,	Fee is not discountable
Pro/Engineer Integration (⊡), (5a)	1,850	Per Pro/Engineer user
	",""	Fee is not discountable
CATIA (V4) Integration (⊡), (5a)	1,950	Per CATIA user
	1,555	Fee is not discountable
CATIA (V5) Integration (⊡), (5a)	1,950	Per CATIA user
5, 11 ii 1 (1 5) ii 10 gi da 5, 1 (2); (5 d)	1,000	Fee is not discountable
UNIGRAPHICS Integration (⊡), (5a)	1,850	Per UNIGRAPHICS user
ormorum rinos integrasion (E), (ea)	1,000	Fee is not discountable
I-DEAS Integration (⊡), (5a)	1,850	Per I-DEAS user
· · · · · · · · · · · · · · · ·	1,555	Fee is not discountable
SolidWorks Integration (⊡), (5a)	1,750	Per SolidWorks user
conditions integration (E); (ea)	1,700	Fee is not discountable
SolidEdge Integration (⊡), (5a)	1,750	Per SolidEdge user
	1,700	Fee is not discountable
Autodesk Inventor Integration (⊡),	1,750	Per Autodesk Inventor user
(5a)	1,700	Fee is not discountable
SAP REACH Compliance	See below	See below (33)
SAP NetWeaver		
Standard Technical Protocol	See below	
	See below	See below (7, 13)
Adapters (category I adapters)  Backend Application Adapters	See below	C== h=l=:::(0, 42)
	See pelow	See below (8, 13)
(category II adapters) Technical Adapters (category III	Coo holow	See below (9, 13)
	See below	See below (9, 13)
adapters)	Coo holow	000 holow (40, 40)
EDI Adapters incl. industry-specific	See below	See below (10, 13)
Mappings (category IV adapters)  Backend Application Adapters – EP	Saa halau:	See helew (11, 12)
• •	See below	See below (11, 13)
Edition (category V adapters)	Saa halau:	Soo bolow (12, 42)
SAP Business Packages	See below	See below (12, 13)
SAP Partner Connectivity Kit	See below	See below (14)
DB2 Everyplace Database (⊡)	45	Per (mobile) user.
		Fee is not discountable.
		Fee does not contribute to SAV
IBM Content Manager/ Common	450	Per user. Licensing of
<u></u>		



	Price per Unit (USD)	Metrics and Price Unit
Store (Multi-platform) (⊡)		Industry Packages for Public Sector is a pre-requisite (15)
Interactive Forms based on Adobe	See below	See below (16)
ARIS for SAP NetWeaver (□)	See below	Does not contribute to SAV, see below (17)
SAP Central Job Scheduling by Redwood (⊡)	See below	See below (28)
SAP LoadRunner by HP (□)	See below	See below (18) – This product is sold by the Consulting organization. Please contact your Consulting Engagement Manager for additional details for selling this product.
SAP Quality Center by HP (⊡)	See below	See below (23) – This product is sold by the Consulting organization. Please contact your Consulting Engagement Manager for additional details for selling this product.
SAP Test Acceleration and Optimization	See below	See below (29) ) – This product is sold by the Consulting organization. Please contact your Consulting Engagement Manager for additional details for selling this product.
SAP Solution Manager Adapter for SAP Quality Center by HP	See below	See below (34)
SAP NetWeaver Conversion Agent by Itemfield (19)	See below	See below (19)
SAP Paybacks and Chargebacks by Vistex (1)	See below	See below (20)
SAP Incentives Administration by Vistex (□)	See below	See below (21)
SAP Archiving by Open Text (1)	See below	See below (22)
SAP Document Access by Open Text (⊡)	See below	See below (27)
Sybase SQL Anywhere Database for Use with SAP Transactionware General Merchandise for Retail (□)	90	See below (24)
SAP Business Profitability Management by Acorn Systems (□)	See below	See below (30)
Education Products		and the second second
RWD Info Pak (⊡)	See below	See below (25)



	Price per Unit (USD)	Metrics and Price Unit
RWD Productivity Pak (□)	See below	See below (26)
SAP Acrobat Connect Professional Meeting by Adobe (①)	See below	See below (31)
SAP Acrobat Connect Professional Learning by Adobe (①)	See below	See below (32)

#### (1) SAP Auto ID Enterprise

SAP Auto ID Enterprise	For n Auto-ID sites	Price per Auto-ID site (USD)	Price formula (USD)
A contract of	1 to 8 Sites	150,000	n * 150,000
	9 to 20	90,000	1,200,000
			+ (n - 8) * 90,000
	21-100	45,000	2,280,000
	l		+ (n - 20) * 45,000
	Above 100	15,000	5,880,000
			+ (n - 1 <u>00)</u> * 15,000

Definition of metric: Auto-ID Site is 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 which is performing senalized, auto ID enabled business processes (such as pack, load, receive, PTA, RTI, Kanban, Inbound, Outbound, Serial number distribution). Multiple separate physical structures with no common walls and which have the same street address will be considered separate sites.

#### (2) SAP Auto ID Infrastructure

Auto-ID Site is 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 which is performing serialized, auto ID enabled business processes (such as pack, load, receive, PTA, RTI, Kanban, Inbound, Outbound, Serial number distribution). Multiple separate physical structures with no common walls and which have the same street address will be considered separate sites.

## (3) SAP Test Data Migration Server

The list price for SAP Test Data Migration Server is based on the DB size of the productive system and is calculated individually for each system (look up table do not cumulate)

Database size of productive system (in GB)	Price (USD)
0 – 149	34,500
150 – 499	51,000
500 – 999	70,500
1,000 – 1,999	88,500
2,000 – 3,999	103,500
4,000 + n * 1,000	103,500 + n * 7,500

#### (4) Interfaces to Business One.



Existing customers, who have already licensed a SAP solutions (SAP ERP, SAP individual solutions or SAP Business Suite) or a new customer licensing SAP Applications and related software packages/options may receive the SAP Business One Integration for SAP NetWeaver at no additional charge under maintenance.

- (5) The SAP Supplier Network is the SAP document exchange platform for purchase order transactions focused on suppliers of non-strategic material that complements the existing SAP SRM Supplier Collaboration offering. Pricing for SAP Supplier Network is available upon request on an open market, non-contract basis.
- (5a) The surcharge for North and South America does not apply to PLM Integration Products.
- (6) Reserved
- (7) Category I: Standard Technical Protocol Adapters, provided by SAP:
- 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

The use of adapters of Category I are included in license fee for SAP XI Base Engine or SAP NetWeaver Full Use license.

- (8) Category II: Backend Applications Adapters:
- SAP NetWeaver Adapter for CICS Adapter by iWay (XI Edition) (1)
- SAP NetWeaver Adapter for TMS/IMS Adapter by iWay (XI Edition) (□)
- SAP NetWeaver Adapter for TELNET (3270) Adapter by iWay (XI Edition) (□)
- SAP NetWeaver Adapter for BAAN Adapter by iWay (XI Edition) (1)
- SAP NetWeaver Adapter for JD EDWARDS ONE WORLD XE Adapter by iWay (XI Edition) (1)
- SAP NetWeaver Adapter for ORACLE Adapter by iWay (XI Edition) (□)
- SAP NetWeaver Adapter for Peoplesoft Adapter by iWay (XI Edition) (□)
- SAP NetWeaver Adapter for QAD MFG Pro Adapter by iWay (XI Edition) (1)
- SAP NetWeaver Adapter for Siebel Adapter by iWay (XI Edition) (□)
- SAP NetWeaver JDE World Adapter by iWay (XI Edition) (□)
- SAP NetWeaver Telenet 5250 Adapter by iWay (XI Edition) (□)

The list price per backend application adapter is 75,000 USD per installation and per connected system.

- (9) Category III: Technical Adapters:
- SAP NetWeaver Marketplace Adapter
- SAP NetWeaver Adapter for AS2 by iWay (1)
- SAP NetWeaver Adapter for UCCNet by iWay (1)
- SAP NetWeaver Adapter for Transora by iWay (□)
- SAP NetWeaver Adapter for TIBCO Rendezvous by iWay (XI Edition) (□)
- SAP NetWeaver Adapter for AS2 (EDIINT) by SEEBURGER (□)
- SAP NetWeaver Adapter for OFTP by SEEBURGER (□)
- SAP NetWeaver Adapter for VAN by SEEBURGER ( )
- SAP NetWeaver Adapter for AS1 by iWay (□)



- SAP NetWeaver Adapter for CORBA by iWay (1)
- SAP NetWeaver Adapter for Swift by iWay (1)

GB / month	Price (USD)
Up to 2	15,000
3 to 10	75,000
11 to 100	150,000
101 to 500	225,000
501 to 1,500	300,000
1,501 to 3,000	375,000
Above 3,000	450,000

#### (10) Category IV: EDI Adapters Including Industry-Specific Mappings:

- SAP NetWeaver Adapter for Aerospace & Defence Industry by SEEBURGER (EDI) (II)
- SAP NetWeaver Adapter for Automotive Industry by SEEBURGER (EDI) (1)
- SAP NetWeaver Adapter for Chemical Industry by SEEBURGER (EDI) (I)
- SAP NetWeaver Adapter for Consumer Products Industry by SEEBURGER (EDI) (I)
- SAP NetWeaver Adapter for High Tech Industry by SEEBURGER (EDI) (I)
- SAP NetWeaver Adapter for Paper Industry by SEEBURGER (EDI) (1)
- SAP NetWeaver Adapter for Pharmaceutical Industry by SEEBURGER (EDI) (I)
- SAP NetWeaver Adapter for Retail Industry by SEEBURGER (EDI) ( )
- SAP NetWeaver Adapter for Generic EDI by SEEBURGER (1)
- SAP NetWeaver Adapter for Cross Industry: Payment by SEEBURGER (EDI) (I)

GB / month	Price (USD)
Up to 2	22,500
3 to 10	112,500
11 to 100	187,500
101 to 500	262,500
501 to 1,500	337,500
1,501 to 3,000	412,500
Above 3,000	487,500

- (11) Category V: Application Backend Adapters (EP Edition)
- SAP NetWeaver Adapters for Peoplesoft by iWay (Portal Edition) (1)
- SAP NetWeaver Adapters for Siebel by iWay (Portal Edition) (1)

Price (USD) per unit 45,000

Metrics and price unit

Per installation and per connected system

- (12) SAP Business Packages (Adapter and Mapping by SAP)
- a. SAP Business Package for RosettaNet (RNIF 2.0) Order-to-Invoice
   The package consists of the adapter plus the Order-to-Invoice (for business partner buyer and seller) mappings.

GB/month	Price (USD)
Up to 10	157,500



11 to 100	232,500
101 to 500	307,500
501 to 1,500	382,500
Above 1,500	457,500

SAP Business Package for CIDX (RNIF 1.1) Order-to-Invoice
 The package consists of the adapter plus the Order-to-Invoice (for business partner buyer and seller) mappings.

GB/month	Price (USD)
Up to 10	157,500
11 to 100	232,500
101 to 500	307,500
501 to 1,500	382,500
Above 1,500	457,500

#### c. SAP Business Package for STAR

The package consists of the SOAP adapter and Standard for Automotive Retail Re. 2.0 (STAR) mappings. This package applies to Automotive only. The list price is 9,000 USD per installation.

#### d. SAP Integration package for SWIFT

The package provides connectivity and business mapping between SAP ERP and SWIFT Pay to Reconcile. The list price for SAP Integration package for SWIFT is 75,000 USD per installation.

(13) Unless stated otherwise, adapters need to be licensed separately, even in the case where the use of SAP XI is included or mandatory for a solution delivered by SAP.

Adapters of category II need to be licensed only once as long as the condition 'per connected backend system and installation' is fulfilled, no matter whether the adapter is used together with an SAP solution requiring SAP XI or used in a custom developed scenario.

Adapters are licensed for a defined release of a backend system (category II) or protocol (category III, IV, SAP Business Packages). 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.

#### (14) The SAP Partner Connectivity Kit is priced as follows:

For n installations	Price per Installation (USD)	Price formula (USD)
Up to 5	7,500	n * 7,500
6 to 20	4,500	37,500
		+ (n – 5) * 4,500
Above 20	3,000	105,000
		+ (n – 20) * 3,000



The J2EE based SAP Partner Connectivity Kit allows companies that do not operate their own EAI tool to connect their systems via RFC-, File-, JDBC-, or JMS-Adapter to SAP XI operated by their business partners.

(15) IBM Content Manager/ Common Store (Multi-platform) (15)

IBM Content Manager/ Common Store (Multi-platform) includes an application specific license for DB2. Open market, non-contract pricing for IBM Content Manager/ Common Store (iSeries) is available upon request.

(16) Interactive Forms based on Adobe (19)

Interactive Forms based on Adobe consists of the following components:

1. Starter Kit (creat or modify up to 5 forms)

The list price for "Interactive Forms based on Adobe – Starter Kit" is 67,500 USD.

Note: Not a prerequisite for Enable the Enterprise.

2. Enable the Enterprise (development of up to 20 custom forms and modification of all SAP pre-delivered forms)

The list price for "Interactive Forms based on Adobe – Enable the Enterprise" is 45 USD per SAP Named User.

3. Additional Forms Bundles (development of 20 additional custom forms)

The list price for "Interactive Forms based on Adobe – Additional Forms Bundles" is 15 USD per SAP Named User. Prerequisite to license "Interactive Forms based on Adobe – Additional Forms Bundles" is a valid license of "Interactive Forms based on Adobe – Enable the Enterprise."

4. Open market, non-contract pricing for external users and for SAP NetWeaver Full Use is available upon request.

Note: All SAP named users have to be counted and only SAP named users are enabled to develop, customize and access custom or SAP pre-delivered forms according to the license scope mentioned above.

(17) ARIS for SAP NetWeaver (□)

ARIS for NetWeaver Products have been replaced by "SAP Business Server and Publisher by IDS Scheer" and "SAP Business Designer by IDS Scheer". See footnotes 35-39 below.

(18) SAP LoadRunner by HP (19)

The list price for SAP LoadRunner by HP is determined by the number of virtual users. A Virtual User is each user that is simulated in the software to test the load on the SAP system.

Number of Virtual Users	Price (USD)	Additional Virtual User Price (USD)
250	532,500	1,350
1,000	862,500	630
2,500	1,548,000	480
5,000	2,325,000	420
10,000	3,181,500	300



#### (19) SAP NetWeaver Conversion Agent by Itemfield (□)

The list price for SAP NetWeaver Conversion Agent by Itemfield is determined by the message volume (in MB) per month per installation as follows:

Message volume (MB) / month / installation	Price (USD)
Up to 250	52,500
251 to 1,000	142,500
1,001 to 2,000	225,000
Above 2,000	300,000

#### (20) SAP Paybacks and Chargebacks by Vistex (1)

The list price for SAP Paybacks and Chargebacks by Vistex is determined by customer revenue according to the following table (look up table do not cumulate)

Customer Revenue (Billion USD	Price (USD)
up to 0.2	120,000
0.3 to 0.5	150,000
0,6 to 1.0	240,000
1.1 to 4.0	405,000
4.1 to 10	600,000
Over 10	990,000

# (21) SAP Incentives Administration by Vistex (1)

The list price for SAP Incentives Administration by Vistex is determined by customer revenue according to the following table (look up table do not cumulate).

Customer Revenue (Billion USD	Price (USD)
up to 0.2	120,000
0.3 to 0.5	150,000
0,6 to 1.0	240,000
1.1 to 4.0	405,000
4.1 to 10	600,000
Over 10	990,000

# (22) SAP Archiving by Open Text (1)

SAP Archiving by Open Text	For n units of SAP Professionals and/ or Limited Professional Named Users	Price per unit (USD)	Price formula (USD)
		525	525 * n
	For n units of SAP Employee and/ or ESS Named Users	Price per unit (USD)	Price formula (USD)
	1	75	75 * n



Definition of metrics: Total number of all licensed SAP application Named Users of the categories Professional, Limited Professional, Employee, and Employee Self Service (ESS)

#### (23) SAP Quality Center by HP (12)

SAP Quality Center by HP	For n units of testers	Price per unit (USD)	Price formula (USD)
45, 12au	Up to 3		240,000
	4-9	88,500	441,750 + (n – 4) * 88,500
	10 – 24	79,500	798,000 + (n – 10) * 79,500
	25 – 49	75,000	1,866,750 + (n - 25) * 75,000
	50 – 99	73,500	3,705,000 + (n – 50) * 73,500
	Above 99	70,500	7,125,000 + (n – 100) * 70,500

(24) Can only be licensed in conjunction with the Industry Package "SAP Transactionware General Merchandise for Retail".

(25) RWD Info Pak<sup>™</sup> (□)

Please note, that 100% of the licensed SAP software users must be licensed for RWD Info Pak<sup>TM</sup>.

## RWD INFO PAK<sup>™</sup> PRODUCTS

- a. RWD Info Pak<sup>TM</sup> Publisher: With RWD Info Pak<sup>TM</sup>, an author can create SAP documentation automatically, simply by running SAP transactions. As the author progresses through each transaction, RWD Info Pak<sup>TM</sup> captures each step and then converts the result into professionally formatted documentation that can be leveraged by many different users. Documents can be printed and used for training and reference purposes. Does not contribute to SAV.
- b. <u>RWD Info Pak™ Glossary</u> is a tool that maintains centralized terms and definitions for incorporation into RWD Info Pak™ documents, User Performance Pak training material, can be uploaded into SAP's F1 Help, and published to the Web. <u>Does not contribute to SAV.</u>
- c. RWD Info Pak<sup>™</sup> Web Architect is a tool that creates Web site navigation pages using the document relationships established by RWD Info Pak<sup>™</sup> Tracker. RWD Info Pak<sup>™</sup> Web Architect provides drag and drop features that allow a Webmaster to create multiple views of the content and to rapidly produce a Web site containing content produced by RWD Info Pak<sup>™</sup> Publisher. Does not contribute to SAV.
- d. RWD Info Pak<sup>TM</sup> Help Launchpad is a tool that allows developers to quickly create a context sensitive, performance support solution. This tool gives individual users access to content specifically targeted for their organization, process, or location. RWD Info Pak<sup>TM</sup> Help Launchpad keeps the original R/3 online help intact and accessible via SAP Extended Help. **Does contribute to SAV**.



- e. <u>RWD Info Pak™ Simulator</u> RWD Info Pak™ Simulator is a software simulation tool that records all interactions with a transactional software application and then quickly creates effective, interactive lessons to show users how to use the product. The Simulator watches you use the application and records all interactions including menu selections, data entry, and mouse clicks. Once the recording is complete, you can edit the captured output to create valuable lessons. Users can then work with the simulation using a standard Web browser (no plug-ins are required). **Does not contribute to SAV.**
- f. RWD Info Pak<sup>™</sup> Omni Help is a tool that allows developers to quickly create a context sensitive, performance support solution. This tool gives individual users access to content specifically targeted for their organization, process or locations support all Microsoft Windows based software applications. Does not contribute to SAV.

RWD Info Pak<sup>TM</sup> pricing is dependent upon the user type as defined in the SAP software license.

# RWD INFO PAK™ SUITE WITH SIMULATOR

The RWD Info Pak<sup>™</sup> Suite with Simulator is sold as a complete package including the following components: RWD Info Pak<sup>™</sup> Publisher, RWD Info Pak<sup>™</sup> Glossary, RWD Info Pak<sup>™</sup> Web Architect, RWD Info Pak<sup>™</sup> Help Launchpad and RWD Info Pak<sup>™</sup> Simulator.

#### **Professional and Limited Professional Users**

RWD Product	Price per user	Minimum
RWD Info Pak <sup>™</sup> Help Launch-pad	\$11	See below
RWD Info Pak <sup>TM</sup> Publisher, Glossary, Web Architect, and Simulator	\$126.50	\$12,500 Minimum Fee Based upon the total fees for all users including Prof., Limited Prof. And Employee. Help Launch-pad is mandatory.
RWD Info Pak <sup>™</sup> Omni Help	\$27.50	License fee when licensed concurrently with the RWD Info Pak <sup>TM</sup> Suite. Applies to the minimum fee.

#### Employee (ESS or MSS) Users

RWD Product	Price per user	Minimum
RWD Info Pak <sup>™</sup> Help Launchpad	N/A	See Below
RWD Info Pak <sup>TM</sup> Publisher, Glossary, Web Architect, and Simulator	\$33	\$12,500 Minimum Fee Based upon the total fees for all users including Prof., Limited Prof. And Employee
RWD Info Pak <sup>™</sup> Omni Help	\$27.50	License fee when licensed concurrently with the RWD Info Pak <sup>TM</sup> Suite. Applies to the minimum fee.

#### Employees who are not SAP Users

RWD Product	Price per user	Minimur	n
RWD Info Pak <sup>™</sup> Help	N/A	See Below	



Launchpad		
RWD Info Pak <sup>TM</sup> Publisher, Glossary, Web Architect, and Simulator	\$126.50	\$12,500 Minimum Fee
RWD Info Pak <sup>™</sup> Omni Help	\$27.50	License fee when licensed concurrently with the RWD Info Pak <sup>TM</sup> Suite. Applies to the minimum fee.

#### **External Users**

External SAP users are defined as 3<sup>rd</sup> parties who have access to the Info-Pak<sup>™</sup> documents on a limited basis.

RWD Product	Price per user	Minimum
RWD Info Pak <sup>™</sup> Help Launchpad	N/A	See Below
RWD Info Pak <sup>TM</sup> Publisher, Glossary, Web Architect, and Simulator	\$33	\$12,500 Minimum Fee Based upon the total fees for all users including Prof., Limited Prof. And Employee

# RWD INFO PAKTM SUITE (WITHOUT SIMULATOR)

The RWD Info Pak<sup>™</sup> Suite (without Simulator) is sold as a bundled complete package including the following components: RWD Info Pak<sup>™</sup> Publisher, RWD Info Pak<sup>™</sup> Glossary, RWD Info Pak<sup>™</sup> Web Architect, and RWD Info Pak<sup>™</sup> Help Launchpad RWD Info Pak<sup>™</sup> Simulator is excluded.

#### **Professional and Limited Professional Users**

RWD Product	Price per user	Minimum
RWD Info Pak <sup>™</sup> Help Launch-pad	<b>\$</b> 11	See below
RWD Info Pak <sup>TM</sup> Publisher, Glossary, and Web Architect	\$110	\$12,500 Minimum Fee Based upon the total fees for all users including Prof., Limited Prof. And Employee. Help Launch-pad is mandatory.
RWD Info Pak <sup>™</sup> Omni Help	\$27.50 -	License fee when licensed concurrently with the RWD Info Pak <sup>TM</sup> Suite. Applies to the minimum fee.

# Employee (ESS or MSS) Users

RWD Product	Price per user	Minimum
RWD Info Pak <sup>TM</sup> Help Launchpad	N/A	See Below
RWD Info Pak <sup>TM</sup> Publisher,	\$27.50	\$12,500 Minimum Fee



Glossary, Web Architect, and Simulator		Based upon the total fees for all users including Prof., Limited Prof. And Employee
RWD Info Pak <sup>™</sup> Omni Help	\$27.50	License fee when licensed concurrently with the RWD Info Pak <sup>TM</sup> Suite. Applies to the minimum fee.

# Employees who are not SAP Users

RWD Product	Price per user	Minimum
RWD Info Pak <sup>TM</sup> Help Launchpad	N/A	See Below
RWD Info Pak <sup>TM</sup> Publisher, Glossary, and Web Architect	\$110	\$12,500 Minimum Fee Based upon the total fees for all users including Prof., Limited Prof. And Employee
RWD Info Pak <sup>™</sup> Omni Help	\$27.50	License fee when licensed concurrently with the RWD Info Pak <sup>TM</sup> Suite. Applies to the minimum fee.

#### **External Users**

External SAP users are defined as 3<sup>rd</sup> parties who have access to the Info-Pak<sup>™</sup> documents on a limited basis.

RWD Product	Price per user	Minimum
RWD Info Pak <sup>™</sup> Help Launchpad	N/A	See Below
RWD Info Pak <sup>TM</sup> Publisher, Glossary, Web Architect, and Simulator	\$27.50	\$12,500 Minimum Fee Based upon the total fees for all users including Prof., Limited Prof. And Employee

# RWD INFO PAKTM PUBLISHER AND GLOSSARY (ONLY)

The RWD Info Pak<sup>TM</sup> Publisher and Glossary may be sold separately. The price is in the table below.

RWD Product	Price per user	Minimum
RWD Info Pak <sup>TM</sup> Publisher and Glossary	\$82.50	\$12,500 Minimum Fee Based upon the total fees for all users including Prof., Limited Prof. And Employee

# RWD INFO PAKTM SIMULATOR (ONLY)

The RWD Info Pak<sup>TM</sup> Simulator may be sold separately. The price is in the table below.



RWD Product	Price per user	Minimum
RWD Info Pak <sup>™</sup> Simulator	\$82.50	\$12,500 Minimum Fee Based upon the total fees for all users including Prof., Limited Prof. And Employee

# RWD INFO PAKTM OMNI HELP (ONLY)

The RWD Info Pak<sup>TM</sup> Omni Help may be sold separately. The price is in the table below.

RWD Product	Price per user	Minimum
RWD Info Pak <sup>™</sup> Omni Help	\$82.50	\$12,500 Minimum Fee Based upon the total fees for all users including Prof., Limited Prof. And Employee

RWD INFO PAK<sup>™</sup> SIMULATOR, WEB ARCHITECT, HELP LAUNCHPAD AND/OR RWD INFO PAK<sup>™</sup> OMNI HELP FOR CURRENT RWD INFO PAK<sup>™</sup> LICENSED USERS

For customers who have previously licensed the standard RWD Info  $Pak^{TM}$ , SAP offers the option to upgrade the license with additional components.

RWD Product	Price per user	Minimum
RWD Info Pak <sup>TM</sup> Simulator	\$38.50	\$12,500 Minimum Fee Note (1)
RWD Web Architect	\$27.50	\$12,500 Minimum Fee Note (1)
RWD Help Launchpad	\$11	\$12,500 Minimum Fee Note (1)
RWD Info Pak <sup>™</sup> Omni Help	\$27.50	\$12,500 Minimum Fee Note (1)

Note: If a customer licenses multiple upgrade components, the minimum contract fee can be satisfied by combining the value of all licensed components.

#### Discount matching with the software:

The RWD Info Pak<sup>TM</sup> prices listed above can be discounted consistent with the standard software volume discount (standard Net). The minimum cannot be discounted. Requests for deviations in the discount must be approved by SAP Education.

100% of the licensed SAP software users must be licensed for RWD Info Pak<sup>TM</sup>. VP of Education approval required for all discounts when licensing less than 100% of customers Users.

Training and orientation services are available. Please contact the SAP Education Account Manager for information on these services.

Annual maintenance fees are calculated as seventeen percent (17%) of the total standard net (standard volume discount) license fees for the product.

(26) SAP Productivity Pak Products by RWD (1)

Please note, that 100% of the licensed SAP software users must be licensed for RWD Productivity Pak™



RWD Product	Price per user (Non-SAP) (USD)	Price per user (Professional/L td Prof) (USD)	Price per user (Employee/ ESS) (USD)	Minimum
SAP Productivity Pak by RWD (□)	205	205	30	Minimum sale is 12,500 USD . Every SAP Productivity Pak sale must include SAP Productivity Pak Help Launch Pad . Fee does not contribute to SAV
SAP Productivity Pak Help Launch Pad by RWD (回)	15	15	15	Must be sold together with SAP Productivity Pak. Help Launch Pad cannot be sold separately. Fee does contribute to SAV
SAP Productivity Composer by RWD (⊡)	125	125	30	Minimum sale is 12,500 USD. No Help Launch Pad. Fee does <u>not</u> contribute to SAV

SAP Productivity Pack by RWD requires a MSFT SQL Server database, which is to be licensed separately from MSFT.

# (27) SAP Document Access by Open Text (□)

SAP Document Access by Open Text	For n units of SAP Professionals and Limited Professional Named Users	Price per unit (USD)	Price formula (USD)
	N	712.50	712.50 * n
	For n units of SAP Employee and ESS Named Users	Price per unit (USD)	Price formula (USD)
	n	75	75 * n

Definition of metrics: Total number of all licensed SAP application Named Users of the categories Professional, Limited Professional, Employee, and Employee Self Service (ESS).

SAP Document Access by Open Text includes the capabilities covered by SAP Archiving by Open Text.

# (28) SAP Central Process Scheduling by Redwood (□)

SAP Central Process Scheduling	For n process server	Price per unit (USD)	Price formula (USD)
	Up to 4	90,000	n * 90,000
	5 to 9	81,000	405,000



			+ (n – 5) * 81,000
10 to	24	76,500	765,000 + (n – 10) * 76,500
25 to	49	75,600	1,890,000 + (n – 25) * 75,600
50 to	99	72,900	3,645,000 + (n - 50) * 72,900
Abov	re 99	72,000	7,200,000 + (n – 100) * 72,000

Definition of metric(s) relevant for this Industry Package: A process server is every processing location with a unique identification on which processes are executed that needs to be monitored, managed and controlled by SAP Central Process Scheduling. Training and test systems are covered in this pricing model if at least one productive system is managed.

#### (29) SAP Test Acceleration and Optimization

	For n testers	Price per tester (USD)	Price formula (USD)
SAP Test Acceleration and Optimization	Up to 5		129,375 Base price
1991 1994 - 550 1991 1994 - 550 1991 1991 1991 1991	6-9	25,875	129,375 + (n – 5) * 25,875
	10 – 24	23,625	247,500 + (n – 10) * 23,625
7.0	25 – 49	21,375	562,500 + (n – 25) * 21,375
	50 – 99	18,000	1,012,500 + (n – 50) * 18,000
	Above 99	15,750	1,687,500 + (n – 100) * 15,750

# (30) SAP Business Profitability Management by Acorn Systems (⊡)

SAP Business	For n units of 1 Billion USD Customer revenue	Price per unit (USD)	Price formula (USD)
Profitability	Up to 0.49	n.a.	750,000
Management by Acom Systems	0.5 to 0.9	n.a.	1,800,000
COMPANIES.	1 to 4	525,000	2,400,000
and spage			+ (n - 1) * 525,000
STATES.	5 -9		4,350,000
		435,000	+ (n - 5) * 435,000
A Tall	Above 9		6,600,000
i de la participa de la compansión de la c La compansión de la compa		330,000	+ (n - 10) * 330,000

(31) SAP Acrobat Connect Professional Meeting by Adobe (□)



NOTE: This product cannot be discounted more than 60%

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	For n Adobe Meeting SAP Professional Users	Price per Adobe Meeting SAP Professional User (USD)	Price formula (USD)
	n	645	n * 645
SAP Acrobat Connect Professional Meeting by Adobe	For n Adobe Meeting Non-SAP Employee Users	Price per Adobe Meeting Non-SAP Employee User (USD)	Price formula (USD)
Shakes	n	645	n * 645
	For n Adobe Meeting Employee Users	Price per Adobe Meeting Employee User (USD)	Price formula (USD)
	n	420	n * 420

The total price is the sum of the prices based on different user categories. Definition of metrics:

- "Adobe Meeting SAP Professional User" is a Named User that is licensed as a
  Professional or Limited Professional User of the SAP Software under a separate
  Appendix to the Agreement, who may Use the Adobe Meeting Software solely to
  create personal meeting rooms for such Named User, host meetings, attend
  meetings, create Adobe presentations, watch Adobe presentations, access reports,
  create events, publish to connect server, alter account branding, and access Adobe
  User account administration.
- "Adobe Meeting Non-SAP Employee User" is a Named User that is not licensed as a Named User of the SAP Software under a separate Appendix to the Agreement, who may Use the Adobe Meeting Software solely to create personal meeting rooms for such Named User, host meetings, attend meetings, create Adobe presentations, watch Adobe presentations, access reports, create events, publish to connect server, after account branding, and access Adobe User account administration.
- "Adobe Meeting Employee User" is a Named User that is licensed as an Employee
  or ESS User of the SAP Software under a separate Appendix to the Agreement, who
  may use the Adobe Meeting Software solely to create personal meeting rooms for
  such Named User, host meetings, attend meetings, and watch Adobe presentations.

(32) SAP Acrobat Connect Professional Learning by Adobe (□)

NOTE: This product cannot be discounted more than 60%

SAP Acrobat Connect Professional Learning by Adobe	For n Adobe Learning SAP Professional Users	Price per Adobe Learning SAP Professional User (USD)	Price formula (USD)
	n	645	n * 645
	For n Adobe Learning Non-SAP Employee Users	Price per Adobe Learning Non- SAP Employee User	Price formula (USD)



Superior Superior		(USD)	
State of the state	n	645	n * 645
	For n Adobe Learning Employee Users	Price per Adobe Learning Employee User (USD)	Price formula (USD)
	n	195	n * 195
Application of the second of t	For n Adobe Learning External Users	Price per Adobe Learning External User (USD)	Price formula (USD)
Actival 1	n	45	n * 45

The total price is the sum of the prices based on different user categories. Definition of metrics:

- "Adobe Learning SAP Professional User" is a Named User that is licensed as a Professional or Limited Professional User of the SAP Software under a separate Appendix to the Agreement, who may Use the Adobe Learning Software solely to create curriculums and courses, take training courses, watch Adobe presentations, access reports, publish to connect server, alter account branding, and access Adobe User account administration.
- "Adobe Learning Non-SAP Employee User" is a Named User that is not licensed as a Named User of the SAP Software under a separate Appendix to the Agreement, who may Use the Adobe Learning Software solely to create curriculums and courses, take training courses, watch Adobe presentations, access reports, publish to connect server, alter account branding, and access Adobe User account administration.
- "Adobe Learning Employee User" is a Named User that is licensed as an Employee
  or ESS User of the SAP Software under a separate Appendix to the Agreement, who
  may use the Adobe Learning Software solely to take training courses and watch
  Adobe presentations.
- "Adobe Learning External User" is a Named User that is an employee of a Business Partner (for EULAs 2003 or prior, replace "Business Partner" with "Business Third Party") that has not been licensed as a Limited Professional User of the SAP Software, who may use the Adobe Learning Software solely to take training courses and watch Adobe presentations.

#### (33) SAP REACH Compliance

	For n units of 100 Mio USD Revenue	Price per unit	Price formula (USD)
SAP REACH Compliance	1	37,500	37,500
Shr READIT COMPANIE C			Base price
	Above 1	25,500	37,500
A Park and			+ (n – 1) * 25,500

SAP REACH Compliance includes the usage rights of the following EH&S functionality for usage in conjunction with SAP REACH Compliance only: substance data base, specification management, substance volume tracking, and the IUCLID5 interface.



#### (34) SAP Solution Manager Adapter for SAP Quality Center by HP

SAP Solution Manager adapter for SAP Quality	For n connected systems	Price per unit	Price formula (USD)
Genter by HP	n	75,000	n * 75,000

Price table needs to be used for each productive instance and the individual prices need to be summed up to get the list price.

#### (35) SAP Business Server and Publisher by IDS Scheer (12)

"SAP Business Server and Publisher by IDS Scheer" substitutes "ARIS for NetWeaver Server" and "ARIS for NetWeaver Publisher" which are no longer available as separate items.

All the second s	Units	Price per unit (USD)	Price formula (USD)
SAP Business Server	Up to 25 Server users and Up to 50 Publisher viewers		51,000
and Publisher by IDS Scheer	26 – 50 Server users, and 51 – 100 Publisher viewers		66,150
	n additional Server user (above 50)	240	n * 240
	m additional Publisher viewer (above 100)	75	m * 75

Definition of metric(s): Server users are employees designing, modeling, optimizing or building content. Publisher viewers are employees exclusively viewing content.

#### (36) SAP Enterprise Modelling by IDS Scheer (1)

Company of the second	For n users	Price per user	Price formula
SAP Enterprise Modelling by IDS Scheer		(USD)	(USD)
147 147 147 147 147 147 147 147 147 147	n	20,250	20,250 * n

Prerequisite for licensing SAP Enterprise Modelling by IDS Scheer is a valid license of SAP Business Server and Publisher by IDS Scheer

Certain database restrictions apply - details are available upon request

# (37) SAP Business Process Optimization by IDS Scheer (□)

SAP Business Process Optimization by IDS	or n users Price per user (USD)	Price formula (USD)
Caralles in the second of the second	33,000	33,000 * n



Prerequisite for licensing SAP Business Process Optimization by IDS Scheer is a valid license of SAP Business Server and Publisher by IDS Scheer.

Certain database restrictions apply - details are available upon request

# (38) SAP Process Performance Management by IDS Scheer (12)

	Metrics and Price Units	Price (USD)
SAP Process Performance	Base price	30,000
Management by IDS Scheer	Per Process Scenario	112,500
	Per units of 10 user	27,000
At least one (1) Process Scenario needs to	be licensed in addition to the	Base price.

Certain database restrictions apply - details are available upon request.

#### (39) SAP Business Designer by IDS Scheer (1)

"ARIS for NetWeaver Business User" has been renamed to "SAP Business Designer by IDS Scheer" and the pricing changed as follows:

	For n users	Price per user (USD)	Price formula (USD)
SAP Business Designer by IDS Scheer	Up to 10		67,500 Base Price
	Above 10	6,750	67,500 + (n – 10) * 6,750

Prerequisite for licensing SAP Business Designer by IDS Scheer is a valid license of SAP Business Server and Publisher by IDS Scheer

#### B.7 Country Specific (SIN 132-33)

#### **B.7.1. Country Surcharges**

A surcharge is levied for all prices, unless otherwise indicated herein, for the following countries. For Named Users the country from which a Named User **accesses the software** determines the amount of the surcharge; for Product Options, Industry Packages, Generic Packages and Supplementary Products the installation location determines the amount of the surcharge.

Region	Uplift
Brazil	15%
Arab Countries	50%

#### **B.7.2.** Country Specific Functionality



In the event customers require country specific functionality, and SAP has such functionality available, customers may license such country specific functionality at the local list price. Please contact the Local Regional SAP contract manager for details on country specific functionality. This List of Prices and Conditions contains neither the terms and conditions nor the prices for country / language specific functionality referred to in this section.

IMPORTANT NOTE: country/language specific functionality for Israel must be licensed directly from the local distributor in that country. Please contract the respective local distributor for details.

#### B.8 Database Pricing (SIN 132-33)

Databases are licensed solely for use with SAP applications.

Databases are priced based on the SAP Application Value. The SAP Application Value is defined as the sum of Named User, Product Option, Industry Packages and Supplementary Product list prices excluding those items identified herein that do not contribute to the SAP Application Value.

Database prices do not contribute to the SAP Application Value.

Database	• •		Oracle DB(4), DB2 for OS/390(5)
Database license fee	3% of	8% of	11% of
	SAP Appl. Value	SAP Appl. Value	SAP Appl. Value

- (1) MySQL MaxDB
- (2) MS SQL Server Enterprise Edition
- (3) DB2 Universal Database Enterprise Server Edition including database partitioning.
- (4) Enterprise Edition, Oracle Objects Option, Partitioning, Intermedia. The following packs are part of the license and delivery, but they are not actively supported by SAP: Standard Management Pack, DBA Management Pack, Diagnostic Pack, Tuning Pack, and Change Management Pack.
- (5) DB2 for z/OS and S/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.

#### Oracle Real Application Cluster (Oracle RAC) (□)

Customers that have licensed Oracle DB through SAP may license the Oracle RAC option at an additional 3% of the SAP Application Value for use with Oracle DB licensed through SAP. The Oracle RAC option can only be consistently executed for all database instances.

SAP strongly recommends the service SAP Safeguarding for customers implementing Oracle RAC.

#### B.9 Support Offerings / SAP Standard Support and SAP Premium Support (SIN 132-34)

#### **B.9.1. SAP Standard Support**

If the customer has implemented a Customer Competence Center (CCC) as described in II.B.1, then SAP Standard Support is priced per business transaction as follows:



- (I) For total list price license fees up to USD 650,000, the maintenance base is equal to the contract price.
   SAP Standard Support is currently charged at 17% of this maintenance base per year.
- (II) For total list price license fees equal to or greater than USD 650,000, the maintenance base is equal to the contract price. SAP Standard Support is currently charged at 17% of the contract price (maintenance base) per year provided that the customer has established and maintained a SAP-certified Customer Competence Center. If the customer does not establish and obtain certification for a CCC within the specified period or fails to comply with the re-certification process, the SAP Standard Support fee is charged on the basis of the total list price license fee.
- An annual fee of USD 1,500 for up to three (3) designated SAP compliant remote connections is applicable.
- Prepay Option. If a customer pre-pays the first three (3) years of Support upfront, the customer will be entitled to a six percent (6%) discount on the SAP Standard Support fee as calculated pursuant to (I) or (II) above for years two (2) and three (3).

In the event SAP Standard Support has commenced and additional Users and/or Software are subsequently licensed by the customer, the increased SAP Standard Support fee caused by such additional Users and/or Software shall be due and payable net thirty (30) days from the date of SAP's invoice.

SAP Standard Support fees are invoiced on an annual basis in advance, effective January 1 of a calendar year. Any SAP Standard Support fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect.

The fee for SAP Standard Support during the different maintenance phases (for a description of the maintenance phases refer to II.B.1.1.)

- During the mainstream maintenance phase, the fee as described above applies.
- During extended maintenance, the fee as described above plus an additional extended maintenance fee apply. Pricing for extended maintenance is based upon the customer's installed base and can be calculated upon request.
- During customer-specific maintenance, the fee as described above applies.

#### **B.9.2. SAP Premium Support**

An SAP Standard Support agreement between SAP and customer is a pre-requisite to purchase SAP Premium Support.

#### B.9.2.1. SAP Premium Support for the entire customer solution

If SAP Premium Support covers all SAP solutions of the customer, the annual fee for SAP Premium Support is 5% of the maintenance base used for SAP Standard Support as described in section 1 above. If 5% of the maintenance base equals to or is less than USD 30,000 the annual fee for SAP Premium Support is USD 30,000. The country surcharges do not apply to Premium Support fees.

In the event SAP Premium Support has commenced and additional Users and/or Software are subsequently licensed by the customer, the increased SAP Premium Support fee caused by such additional Users and/or Software shall be due and payable net thirty (30) days from the date of SAP's invoice.

SAP Premium Support fees are invoiced on an annual basis in advance, effective January 1 of a calendar year. Any SAP Premium Support fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect.



#### B.9.2.2. SAP Premium Support for parts of the customer solution

The customer may choose to purchase SAP Premium Support for parts of his SAP solution. In this case customer must define which of his SAP technical installations<sup>1</sup> shall be covered by SAP Premium Support. SAP Premium Support will be priced and delivered only for complete technical installations. Regional uplifts do not apply to SAP Premium Support fees.

The annual fee for SAP Premium Support for parts of the customer solution is 52,000 USD per technical installation.

SAP Premium Support for all SAP solutions must be purchased according to 2.1 SAP Premium Support for the entire customer solution.

<sup>1)</sup> For purposes of this section technical installation shall mean the following: For each SAP software product (e.g. SAP ERP) the customer will receive a unique installation number. One installation may include a set of SAP systems (e.g., test system, productive system, data management system). For NetWeaver Releases: 1 Usage Type (e.g., Bl, Ml, Xl, EP) corresponds to 1 technical installation"

#### **B.9.2.3. SAP Premium Support for Mission-Critical Products**

For the Mission-Critical Products listed below or for Industry Packages containing these products SAP strongly recommends utilizing SAP Premium Support. The fee for SAP Premium Support for Mission-Critical Products is calculated according to principles applicable to Premium Support for parts of the customer solution as described in section 2.2.

#### Mission-Critical Product

#### SAP NetWeaver

- SAP Global Enterprise Portal (GEP) or
- SAP Exchange Infrastructure (XI) or
- SAP Mobile Business (MB)

SAP Advanced Planning and Scheduling (APS) or

SAP Demand and Supply Planning or

SAP Advanced Manufacturing Planning or

SAP Event Management or

SAP Spare Parts Planning or

SAP Inventory Collaboration Hub or

SAP Extended Warehouse Management or

SAP RFID

# SAP Trade Promotion Management (TPM)

SAP Deposits for Banking or

SAP Deposits Management for Banking or

SAP Loans Management for Banking or

SAP Marketing, Sales & Service for Banking or

SAP Collateral Management for Banking or

SAP Leasing for Banking or

SAP Bank Analyzer

#### **B.9.3. SAP Safeguarding**

SAP Safeguarding is SAP's offering whereby SAP aims at mitigating technical risk during implementation, upgrade, migration or operations. Core business processes, SAP components, interfaces and key modifications are verified in order to improve the performance, data consistency and availability of the customer's solution.



Details on pricing for this customized offering are available on request. Country surcharges do not apply.

#### **B.9.4. SAP MaxAttention**

SAP MaxAttention is SAP's top-of-the-range offering whereby SAP takes an active role and will be a responsible partner for maximizing the benefits of the customer's SAP solution, helping to mitigate the technical risk of implementation, upgrades and operations and reducing the TCO consistently.

SAP MaxAttention is the highest level of commitment to SAP customers. With MaxAttention SAP extends its role from being a solution provider to becoming a trusted partner in a collaboration engagement between customers and SAP.

The minimum annual fee for SAP MaxAttention is USD 450,000 per year. The recommended minimum contract duration is twenty-four (24) months. SAP MaxAttention fees are invoiced on an annual basis, quarterly in arrears, effective January 1 of a calendar year and shall be payable net thirty (30) days from the date of SAP's invoice. Details on pricing for this customized offering are available on request. Country surcharges do not apply.

#### B.9.5. SAP Solution Manager as a general IT Service Desk

SAP Solution Manager Extended Service Desk

	For n units of 1,000 service requests per year	Price per unit (USD)	Price formula (USD)
Service Desk	Up to 50	-	37,500
	51 to 1,000	150	37.500 + (n - 50) * 150
	Above 1,000	37.50	180,000 + (n – 1,000) * 37.50

Definition of metric(s) relevant for this Industry Package: Annual number of service related inquiries, including service process types: cases, complaints, warranty claims and service orders

SAP Solution Manager - Solution Support Enablement Package

	Price per Unit (	USD) Metrics and Price Unit
General		
SAP Solution Manager - Solution	450,000	Per productive SAP
Support Enablement Package		Solution Manager
''		installation

### C. ADDITIONAL PROVISIONS

#### C.1. Purpose

The software may only be used to process the customer's own business transactions and the business of it subsidiaries. The customer is not permitted to use the software to support the business of third parties.

#### C.2. SAP Business Connector

Licensee is eligible to obtain delivery of the SAP Business Connector by download from an SAP website located in the USA upon its online certification that (a) it will use the SAP Business Connector solely for commercial purposes, (b) licensee will not permit use of the SAP Business Connector by any governmental or quasi



governmental agency foreign to the United States; (c) neither it nor any of its individual end users have been denied export privileges by the United States; (d) the SAP Business Connector will be used exclusively by the company represented by the SAP Customer ID entered on the SAP website to obtain the software; (e) licensee acknowledges that the SAP Business Connector is subject to United States Export Administration Regulations and it agrees not to further export the SAP Business Connector from licensee's location.

# C.3 SAP Java Crypto Toolkit

Licensee may download SAP Cryptolib, and/or SAP Java Crypto Toolkit or any other cryptographic software provided for by SAP in the respective download area from the SAP Website in Germany provided that:

(a) the national export laws permit the export to the respective country and (b) permit the usage through the respective licensee. These regulations underlie short-term changes. Regarding the usage through the respective licensee it may be decisive whether licensee is military, paramilitary, police or intelligence service, or whether the software is designated for the civil administrations or other administrations that will work for licensee.

These prerequisites will automatically be checked and asked for when the website for download is being invoked. Licensees, which are not entitled to download cryptographic software, may contact the respective SAP subsidiary to research the further approach. Licensees not eligible for delivery by download from an SAP website must complete and return to SAP all the documentation required by local law in the country of exportation.

Other restrictions may apply in individual cases. In particular, corresponding law and regulations in the recipient country may exist which (a) prohibit the export and (b) restrict the import or the use of cryptographic software. Licensee is responsible for compliance with the respective laws and regulations.

#### C.4. License Installation

Installation is a set of SAP systems. The SAP system comprises components (application server, message server), which have direct or indirect access to one database instance. A database instance is determined as one instance by the fact that each database table appears only once.

For each software product the customer has to register a separate installation at SAP in writing, and will then receive a unique installation number

#### C.5. Application Specific Runtime and Full Usage License

Every SAP application or solution license includes the right to use the underlying technology of SAP for the respective supported business scenario. In particular, every SAP application or solution license includes an application specific run-time license for the SAP Web Application Server. The application specific run-time license as part of an SAP application or solution license entitles to execute the licensed applications including modifications and enhancements.

If the customer wants to use technology infrastructure from SAP outside of the scope of the application specific run-time license, additional licensing is required by way of a full usage license. A full usage license is independent of an application and complementary to an application specific run-time license. A full usage license entitles to operate any type of custom-developed or third party application.

#### C.6. Non-Disclosure

Unauthorized third parties may not be given access to the Software, documentation and confidential information provided by SAP without the express permission of SAP.

# C.7. Third-Party Software



Use of any third-party software provided by SAP is only allowed for the usage with SAP software. All other use, even if it is technically possible, is not permitted.

Customer is not permitted to modify or extend third-party software licensed from SAP.

#### C.8 Best Practices for mySAP (without surcharge for customers) (SIN 132-33)

The software contains detailed customizing settings and master data of SAP Software that has been specially preconfigured to meet the requirements of a specific industry sector or country. The Software contains settings that relate to all the clients in the SAP Software (cross-client settings). It is not allowed to load the settings into a system with productive clients. Further details on the installation are given in the "Installation Guide" delivered with the product.

Any services, particularly those regarding customizing settings and master and transaction data in the customer's SAP Software, are not part of the product. The customer is entitled to request SAP support services in accordance with the "General Terms and Conditions of SAP AG for Consulting and Service Contracts" that are valid at the time in question. Software maintenance does not contain delivery of new versions/releases of SAP's Best Practices software to the customer.

#### C.9 SAP Reverse Business Engineer (without surcharge for customers) (SIN 132-33)

[Disclaimer: this product is rendered to customer free of charge. Therefore, it is provided without indemnity, warranty or liability protection from SAP. Please refer to the legal counsel of the individual country to determine the extent of limitation/exclusion of liability/warranty admissible in that country.]

The Software is analyzing live SAP R/3 systems from a business-process based on predefined rules (RBE sets). Details on the installation are described in the "Readme" file delivered with the product. Any services, particularly those regarding interpretation of the analysis results are not part of the product. Software maintenance does not contain delivery of new versions/releases of the SAP Reverse Business Engineer software to the customer.

#### C.10. Open Source

Special conditions may apply to Open Source products made available by SAP. SAP shows customers these conditions before they access the product. Customers must agree the conditions before they use the product. Open Source means

Access to the source code:

The program must include source code, and must allow distribution in source code as well as compiled form. The rights attached to the program must apply to all to whom the program is redistributed without the need for execution of an additional license by those parties

and free redistribution:

The license may not restrict any party from selling or giving away the software as a component of an aggregate software distribution containing programs from several different sources. The license may not require a royalty or other fee for such sale.

A detailed definition of Open Source (Version 1.7) can be found under www.opensource.org/osd.html

A detailed definition of the GNU licenses can be found under http://www.gnu.org/copyleft/licenses.html



# D. SAP TRAINING SERVICES (SIN 132-50)

## D.1 Description of Services

SAP offers a complete range of training courses at its training centers and 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 point two-five percent (5.25%) applicable to all invoices for Training, excluding travel and living expenses, equipment rentals, and SAP Preferred Card. SAP America, Inc. is approved to invoice on behalf of SAP Public Services. Inc.

#### D.2 Training

#### D.2.1 Training at SAP Facilities:

Training at SAP Facilities (See notes below)	
Introduction/Overview	\$500 per student, per day
Application and Programming	\$525 per student, per day
Strategic Initiatives	\$550 per student, per day
Technical Basis Administration	\$650 per student, per day

- (i) Includes SAP classrooms, demo rooms, other suitable venues, and SAP secured facilities such as leased training rooms (KDC or MicroTek), hotel rooms, etc. Refer to the SAP America Education website <a href="https://www.sap.com/usa/education">www.sap.com/usa/education</a> for a complete list of classes and prices.
- (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.

#### D.2.2 Standard Customer On-site training class rates

# D.2.2.1 Standard On-site training class rates – Standard introduction, Application, and Programming Classes

The standard customer onsite class rate structure, which includes one manual per student and the server connection, is as follows:

Rate Category	Course type	Rates
Onsite base price: Standard	Standard Overview, Application and Programming	\$2,750 per day
Onsite base prices: Strategic Initiatives and certain components of Netweaver	BW, EBP, APO, PLM (special set-up), SRM, SEM	\$3,250 per day, min two days per course number see notes (1 and 2) below
Onsite base prices: Advanced applications, technical and integration	CRM (standard), Basis (Technology Standard)	\$3,750 per day, min two days per course number see notes (1 and 2) below



Rate Category	Course type	Rates
Student price (all	All courses	\$225 a student per day
students		see note 1 below

All rates are plus instructor expenses at the rates stated below. Freight for the portable equipment is additional and at cost.

- o SAP does not recommend that level 2 or level 3 classes be conducted in excess of 24 students.
- o Some mySAP classes have technical criteria that may not allow a class to be taught onsite.
- o Industry specific courses may fall in any or all categories based upon the nature and costs for the course.

Note (1): Onsite basis or WAS classes are restricted to a maximum of 10 students working in pairs.

Note (2): mySAP and Basis (WAS) courses can only be taught using adequate customer network connectivity.

Note (3): SAP Education will determine the appropriate rate for each class based upon mobilization costs.

#### D.2.31 nstructor 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.

#### D.2.4Canc ellation Charges

#### On Site Classes

Notification Period	Cancellation Charge
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.

#### D.2.5Canc ellation Charges

#### Classroom Training

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

#### D.2.6O nsite Solutions Academy Exams

Solutions Academy exams can be conducted onsite. The exam fee is \$500USD per student with a minimum of ten (10) students plus proctor travel at the rates shown below.



# E. SAP PROFESSIONAL SERVICES (SIN 132-51)

#### E.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.

#### E.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:

A CONTRACTOR	K1	- K2	K3	K4	K5	K6	K7	K8
Hourly Rate	\$135	\$160	\$185	\$210	\$250	\$290	\$330	\$400

Expenses: as incurred per visit

Mileage: then current FTR/JTR mileage rate

## Volume Discount Schedule (Applicable to SIN 132-51 Only)

Task Order Total	GSA Discount
0 to \$250,000	4%
\$250,001 and Above	5%

#### E.3 Terms and Conditions

**E.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.

#### **E.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.

- **E.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.
- **E.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.
- **E.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.
- **E.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.



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# ontractor Information

(Vendors) How to change your company information

Contract #:

GS-35F-5891H

Contractor:

SAP PUBLIC SERVICES, INC.

Address:

1300 PENNSYLVANIA AVE STE 600

WASHINGTON, DC 20004-3012

Phone:

(202)312-3500

E-Mail: Web Address: rlck.burch.jr@sap.com

Socio-Economic: Other than small

business

Govt. Contracting Officer:

Gary Davis

Phone: 703-605-9196

E-Mail: garyc.davis@gsa.gov

Web A	Web Address: http://www.sap.com							
Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category		View Items Available	
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-5891H		Mar 31, 2009	132 33 132 34 132 50 132 51	COOP DISAST PURCH RECOV COOP DISAST PURCH RECOV COOP DISAST PURCH RECOV	Adventage!  Separation of the	