Schedule 1
SAP Product Specific Support Schedule for RCS ("Schedule") Enterprise Support Customers

This Schedule governs the provision of Product Specific Support for the RCS as further defined herein ("Product Specific Support") for all RCS software included in the Agreement excluding software to which special support agreements apply (e.g. but not limited to SAP Enterprise Support or Premium Support for Large Enterprises). Unless otherwise defined in this Schedule, terms beginning with a capital letter are defined by the RCS Order Form, the Agreement, the Exhibit 1 Additional Terms and Definitions for Repeatable Custom Solution (RCS) Software or the Base Support Agreement.

1. Definitions

1.1 “Available Version”: for the purposes of this RCS Agreement, “Available Version” means the releases or versions of the RCS available on the conclusion of this RCS Agreement or thereafter as prescribed in the Documentation of the RCS or otherwise made known to Licensee.

1.2 “Base Support Agreement”: For the purposes of this Schedule, the reference to “Base Support Agreement” means the agreement for support services that is in force for the Base Software between Licensee and SAP.

1.3 “Customer Communication Point”: For the purposes of this Schedule, the reference to “Customer Communication Point” means a certified Customer Center of Expertise (“Customer COE”) or a certified Customer Competence Center (“CCC”) or those employees of Licensee entitled to request Product Specific Support. For the Customer COE or the CCC the relevant terms and conditions of the Base Support Agreement apply. If no Customer COE or CCC is available the employees entitled to request Product Specific Support must be nominated by the Licensee to SAP in writing.

1.4 “Local Office Time” shall mean regular working hours (8.00 a.m. to 6.00 p.m.) during regular working days, in accordance with the applicable public holidays observed by SAP’s registered office.

1.5 “Production System”: For the purposes of this Schedule, the reference to “Production System” means a live system on which the RCS is installed, that is used for normal business operations and where Licensee’s data is recorded.

2. Scope of Product Specific Support

Product Specific Support currently includes:

2.1 Global Message Handling

When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. All persons involved in the message solving process can access the status of the message at any time. For further details on definition of message priorities see SAP Note 67739.

In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provides remote access as specified in Section 6. The following initial response time shall apply to all Licensee support messages that SAP accepts as being Priority 1 and which fulfill the prerequisites specified herein. A message is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the Production System, or Top-Issues.

2.1.1 Initial Response Time for Corrective Action for Priority 1 Support Messages:

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

2.1.1.1 Prerequisites: All support messages are submitted by Licensee in English via the SAP Solution Manager Enterprise Edition in accordance with SAP’s then current support message processing log-in procedure which contains 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.

For Priority 1 support messages, the following additional prerequisites must be fulfilled by Licensee: (i) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue; (ii) 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 (iii) a Licensee contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

2.1.1.2 Exclusions: For Product Specific Support the following types of Priority 1 messages are in particular excluded from the calculation of the Initial Response Time for Corrective Action:

(i) support messages regarding a release, version and/or functionalities of Enterprise Support Solutions developed specifically for Licensee (including without limitation those developed by SAP Custom Development and/or by SAP subsidiaries) except for custom code built with the SAP development workbench; (ii) support messages regarding country versions that are not part of the Product Specific Support (iii) support messages in which the root cause is not a malfunction but a missing functionality (“development request”) or the support message is ascribed to a consulting request.

2.1.2 Root Cause Analysis for Custom Code:

For Licensee’s custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis according to the Global Message Handling process and the Initial Response Time for Corrective Action stated in Section 2.1.1, applicable for Priority 1 messages. If Licensee’s custom code is documented according to the then current SAP’s standards (for details see https://support.sap.com), SAP may provide guidance to assist Licensee in issue resolution.

2.2 Conflict Resolution Service for the RCS

The Availability Matrix (https://support.sap.com/rcs) describes the compatibility of the Available Version with its associated Base Software (Enhancement and support packages). SAP may provide new Enhancement Packages and support packages to the Base Software and may make such Packages available for usage with the Available Version.

2.2.1 Conflict resolution for support packages:
Licensor must notify SAP in writing (via support message using the support message component made available under https://support.sap.com/rcs) its intention to install any support package to the SAP Base Software at least twelve (12) weeks before the intended installation date. SAP will then investigate whether conflicts can be expected between the support package and the RCS. Depending on the result of this investigation, so far as necessary in SAP’s reasonable view, SAP may provide software corrections to Licensor or indicate to Licensor a reasonably acceptable way to avoid the effect of a possible conflict.

2.2.2 Conflict resolution for SAP Enhancement Packages (“Conflict Resolution Service – EhP”)
Should the Licensor intend to apply an Enhancement Package that has not yet been officially released for usage with the Available Version, Licensor will have to notify SAP in writing (via support message using the support message component made available under https://support.sap.com/rcs) twelve (12) weeks before the intended application of the SAP Enhancement Package. In case the Enhancement Package the Licensor intends to apply is the most recent Enhancement Package to the Base Software and upon receipt of such notification, SAP will investigate whether conflicts exist between the Available Version and the SAP Enhancement Package. If such conflicts are discovered, SAP will provide options and resolutions on how to rectify or avoid the conflicts if and when available to SAP. If such options or resolutions
are not yet available, SAP will use reasonable efforts to provide such options or resolutions in a reasonable period of time. Should no such conflicts exist, SAP may officially release the Enhancement Package for usage with the Available Version.

2.3 **SAP Continuous Quality Check**
In case of critical situations related to the SAP Software Solution (such as Go Live, upgrade, migration or Top Issues), SAP will provide at least one Continuous Quality Check (the “Continuous Quality Check” or “CQC”) per calendar year for each RCS.

The CQC may consist of one or more manual or automatic remote Service Sessions. SAP may deliver further CQC’s in cases where vital alerts are reported by SAP Early Watch Alert or in those cases where Licensee and the SAP Advisory Center mutually agree that such a service is needed to handle a Top-Issue. Details, such as the exact type and priorities of a CQC and the tasks of SAP and cooperation duties of the Licensee, shall be mutually agreed upon between the parties. At the end of a CQC, SAP will provide Licensee with an action plan and/or written recommendations.

Licensee acknowledges that all or part of the CQC sessions may be delivered by SAP and/or by a certified SAP partner acting as SAP’s subcontractor and based on SAP’s CQC standards and methodologies. Licensee agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of CQC’s hereunder.

Licensee acknowledges that SAP limits CQC re-scheduling to a maximum of three times per year. Re-scheduling must take place at least 5 working days before the planned delivery date. If Licensee fails to follow these guidelines, SAP is not obliged to deliver the yearly CQC to the Licensee.

2.4 **Global Support Backbone**
- SAP Service Marketplace - SAP’s knowledge database and SAP’s extranet for knowledge transfer on which SAP makes available content and services to customers and partners of SAP only.
- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass malfunctions. SAP Notes also document related issues, customer questions and recommended solutions (e.g. customizing settings).

2.5 **Community Participation**
Participation in SAP’s customer and partner community (via SAP Service Marketplace), which provides data about best business practices, service offerings, etc.

2.6 **Test templates and test cases**
SAP shall usually deliver test templates via Service Marketplace so that the Licensee can upload them into Solution Manager, if they wish to take advantage of the Solution Manager’s testing support functionality.

3. **Product Specific Support**
Product Specific Support under this Schedule will be provided for the RCS only and all other SAP Software licensed by Licensee is explicitly excluded.

Support Services will be provided only for the Available Version, meaning in particular only in connection with the level of the add-on support package (AOP), conflict resolution transports (CRT), or other software correction or update.

Moreover, except as otherwise expressly agreed in this Schedule the Product Specific Support does not apply to Licensee specific enhancements, changes, or updates to the RCS not delivered in the Available Version or any SAP provided corrections or updates.

In the event SAP provides third party software (non-SAP Software) to Licensee under the RCS Agreement, SAP shall not provide Support Services on such third party software unless otherwise agreed.

It is within SAP’s sole discretion to provide a new Available Version of the RCS. Moreover, if ever SAP was to integrate comparable functions to the RCS in SAP standard software, it will also be within SAP’s sole discretion to make available migration tools or procedures for upgrades or migration to SAP standard software. Notwithstanding the foregoing, in case SAP elects to provide a new Available Version, Licensee acknowledges that the following may apply:
- Product Specific Support is provided for each Available Version only with the respectively associated version of the Base Software as defined in the Documentation of the RCS or otherwise made known to the Licensee (https://support.sap.com/rcs).
- Available Version pursuant to SAP Support (if any) may differ from the Base Software requirements associated with the currently Available Version.
• It is the Licensee’s responsibility to upgrade to more recent versions of its operating systems, databases and or Base Software to use any new Available Version provided under this Schedule and to receive Product Specific Support for the respective Available Version (if and when required).
• SAP shall only be obliged to provide SAP Support for such time as provided for the RCS under “https://support.sap.com/rcs” but in no case longer than any Mainstream or Extended Maintenance for the respective Base Software. Any SAP Support thereafter shall be subject to a separate agreement between SAP and the Licensee.
• End dates for Mainstream and for Extended Maintenance are planned dates, and therefore subject to change by SAP.
• Product Specific Support is provided exclusively to the Customer Communication Point which must support each installation of the RCS covered by this Schedule at the time of purchase and for any subsequent updates to the RCS.

4. **Remuneration**

Product Specific Support Fees shall be paid annually in advance and shall be specified in Order Forms or order documents to the Agreement. After the Initial Term (as defined in the applicable appendices or order documents), any limitations on increases to the SAP Enterprise Support Fees are subject to Licensee’s compliance with the Customer COE requirements specified above.

The annual fee for Product Specific Support will be amended to reflect any change in the remuneration agreed for the RCS by way of change request or otherwise.

5. **Termination**

Product Specific Support may be terminated by either party with 3 months written notice (i) prior to the end of the Initial Term and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with above will be effective at the end of the then-current SAP Enterprise Support period during which the termination notice is received by the respective party. Notwithstanding the forgoing, SAP may terminate Product Specific Support after one month written notice of Licensee’s failure to pay Product Support Fees. For the avoidance of any doubt, termination of Product Specific Support or selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions under the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of Product Specific Support or partial selection of Support by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents or this Schedule.

Notwithstanding the forgoing, Product Specific Support for the RCS ends automatically on the same date as Mainstream Maintenance for the underlying relevant Base Software version ends.

6. **Preconditions**

In order to receive Product Specific Support as described in this Schedule, Licensee shall fulfill the following requirements:

• A Base Support Agreement that is in force for the Base Software.
• Be up-to-date with all its support fee payments under the Base Support Agreement.
• Continue to pay all fees in accordance with this Schedule and the Base Support Agreement.
• Fulfill its obligations under this Schedule and the Base Support Agreement.
• 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. Licensee shall grant such remote access 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 Product Specific Support Services.
• Maintain adequate and current records of all Modifications and Add-Ons and, if needed, promptly provide such records to SAP.
• To enable SAP to properly provide the Product Specific Support, Licensee must make available to SAP all documents concerning any alterations, enhancements, modifications and add-ons made by or for Licensee that may help in the analysis of the defect. Licensee must also keep suitable, up-to-date records of alterations, enhancements, modifications and add-ons, and give SAP access to them when necessary.
• All support messages shall be transmitted to SAP via the SAP Service Marketplace or via the SAP support infrastructure otherwise made available for the Licensee by SAP. The Licensee shall notify the messages using a message-component defined by SAP for the applicable RCS under https://support.sap.com/rcs. Licensee’s failure to assign a support message concerning the RCS to the correct message-component may delay SAP’s response to the support message while SAP determines and makes the appropriate assignment.

• Support messages must be in English. Licensee understands and acknowledges that SAP normally has to translate support messages that are not in English before it can work on them, which adds to the time needed to deal with them.

• In the support message, Licensee shall describe how the defect manifests itself; in some cases Licensee may have to demonstrate the defect. Licensee shall help SAP analyze the defect and support SAP’s Product Specific Support Services, if necessary deploying Licensee’s own employees for these purposes.

• Under the condition that an SAP Solution Manager Enterprise Edition is available to Licensee under the Base Support Agreement, and not otherwise stated herein, the SAP Solution Manager Enterprise Edition will be used for the delivery of all Product Specific Support. Under this Schedule the right to use SAP Solution Manager Enterprise Edition is limited to the RCS only and is subject to the pertinent terms and conditions of the Base Support Agreement. Therefore Licensee shall fulfill the following obligations:
  o Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition, with the latest patch levels for Basis, ABAP, and the latest SAP Solution Manager Enterprise Edition support packages according to the terms and conditions and as required for Base Software under the Base Support Agreement.
  o Establish a connection between Licensee’s SAP Solution Manager Enterprise Edition and SAP and a connection between the RCS and Licensee’s SAP Solution Manager Enterprise Edition. Licensee shall maintain the solution landscape in Licensee’s SAP Solution Manager Enterprise Edition for all Production Systems and systems connected to the Production Systems. Licensee shall maintain the Base Software and the RCS in Licensee’s SAP Solution Manager Enterprise Edition at least for the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee’s SAP Solution Manager Enterprise Edition.
  o To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.
  o To fully upload all the related RCS specific documentation into the solution manager as described in the documentation.

7. Changes to Licensee Information; Audit
In order to receive Product Specific Support hereunder, Licensee undertakes to inform SAP without undue delay of any changes to Licensee’s installations of the RCS and all other information relevant to the RCS. To check compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (i) the correctness of the information Licensee provided and (ii) if Licensee’s usage of the Solution Manager Enterprise Edition is in accordance with the rights, duties and restrictions set out in this Schedule.

In all other respects this Support Agreement is governed by the provisions of the RCS Agreement with the following modifications:
SAP may adapt the scope of the Product Specific Support to reflect the continuing development of the RCS and technical advances. If the justified interests of Licensee are negatively affected by changes to the services, Licensee is entitled to early termination of this Schedule with effect from the time the change takes effect by giving two (2) months’ prior written notice. SAP will give Licensee three (3) months’ prior written notice of any such change in scope, drawing attention to the termination option.
The provisions on warranty of RCS Agreement apply analogously to defects as to quality and defects in title in the software or other material delivered or result of services provided in performance of support duties under this Schedule. The right to terminate this Schedule for just cause replaces the right to rescind the contract. Any right to reduction of remuneration applies to the remuneration under this Schedule. There will be no acceptance of services or matter delivered under this Schedule. The acceptance is replaced by the delivery of the respective service result or material or software.
So far as SAP offers Product Specific Support for it, all of Licensee’s RCSs must be covered by the Support Service. Licensee must always have all of its Production Systems covered by this Schedule or terminate this Schedule completely. Unless otherwise stated herein, partial termination by Licensee is not permitted.
Any additional RCS purchases must be added to the Support by discrete contract. Licensee receives the support model that is agreed for the Base Software (SAP landscapes that receive different SAP support models, are not permitted.

For the avoidance of any doubt, selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions under the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents.

9. **Special notice**

In the event Licensee elects not to commence Product Specific Support upon the first day of the month following initial delivery of the RCS Solutions, or Product Specific Support is otherwise terminated pursuant to Section 5 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued SAP Product Specific Support Fees associated with such time period plus a reinstatement fee.