

Service Schedule

SAP With Basis Support Services

(“SAPWB Service Schedule”)

Unless otherwise indicated herein, capitalized terms used in this SAPWB Service Schedule without definition shall have the respective meanings specified in the Order.

1. Services

Rimini Street shall provide Client with certain support services and certain deliverables as follows for the Covered Products subject to the capitalized definitions and additional terms found in Section 5 below (hereafter collectively referred to as “**Services**”):

A. Product Support. Rimini Street will provide Client with diagnostic services, advice, and recommendations relating to the proper operation of Client’s SAP System.

B. Product Fixes. Rimini Street will provide fixes for Issues Client encounters in the SAP Applications, specifically the Covered Products, used in the SAP Production Release (as well as the Target SAP Production Release for any SAP upgrade project Client undertakes). Rimini Street will provide fixes to the unmodified SAP source code and related updates as delivered by SAP to Client for the Covered Products, as well as to the Client-Made Customized Code.

C. Tax, Legal and Regulatory Updates. Rimini Street will provide tax, legal and regulatory updates during the Rimini Support Period for the Covered Products and jurisdictions detailed in the applicable Covered Products Annexure for this Service.

D. Installation Support. Rimini Street will provide support for reinstallations of the SAP System if required as a result of an Issue with Client’s development, test, or production environments. Installation support shall include advice and recommendations for the execution of installation scripts, configuring the SAP Technology Foundation. Installation support shall also include advice and recommendations related specifically to Client’s choice of Rimini Street Supported RDBMS platform and Client’s choice of Rimini Street Supported Operating System platform for the SAP Technology Foundation servers and RDBMS servers.

E. Interoperability Support. Rimini Street will provide advice, recommendations, and testing assistance with Issues determined to likely involve interoperability issues between the SAP Technology Foundation, SAP Applications, Rimini Street Supported RDBMS platform and Rimini Street Supported Operating Systems.

F. Performance Tuning Support. Rimini Street will provide performance tuning diagnostics, advice, and recommendations for the SAP Technology Foundation and SAP Applications using proprietary and commercially available tools. Rimini Street will use commercially reasonable efforts to provide advice and recommendations for performance tuning Client’s Rimini Street Supported RDBMS, Rimini Street Supported Operating Systems, and other third-party products used in the SAP System.

G. Upgrade Process Support. Rimini Street will provide upgrade process support from Client’s current SAP Production Release to any Target SAP Production Release listed in the applicable Covered Products Annexure for this Service. Rimini Street will make upgrade support available to any such Target SAP Production Release for at least fifteen (15) years after the Order Effective Date, provided the Services remain in effect without interruption during said fifteen (15) year period.

H. Archiving Assistance. Provided that Client’s SAP support services agreement for the Covered Products has not expired (the expiration date hereinafter referred to as the “**Maintenance End Date**”), Rimini Street shall assist Client in identifying and obtaining selected SAP OSS notes and other support-related materials for the Covered Products (collectively referred to as the “**Client Archive**”). Accordingly, Client designates Rimini Street as an authorized, designated SAP support contact and shall provide Rimini Street with all temporary logins and passwords needed to access SAP’s customer website (currently designated as “Service MarketPlace”) as Client’s limited agent for the purpose of assisting with the preparation of the Client Archive. Client’s authorization of Rimini Street’s limited agency and right to utilize the provided logins and passwords shall expire on the earlier of: (i) the Maintenance End Date; (ii) when the Client Archive is completed; or (iii) upon receipt by Rimini Street of written notice from Client terminating Rimini Street’s limited agency and authorization. Client shall also provide Rimini Street with remote access to a file storage location owned, leased, or otherwise controlled by Client where the Client Archive is deposited (the file storage location referred to as the “**Client Archive Repository**”). If Client requests that Rimini Street access the Client Archive in rendering Services under this SAPWB Service Schedule, the Client Archive Repository and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client.

I. Basis Support. Rimini Street will provide Basis support, which includes, but is not limited to remote support of Client’s SAP environment, SAP administration (including R/3), SQL server database administration, transports, Windows operating system administration, assistance with backup/restore and backup checks (refresh language), performance monitoring and troubleshooting (e.g., monitor response time and disk, CPU and work process utilization, perform database tablespace reorganization when applicable, maintain SAP parameters based on system requirements, and analyze and tune system to improve performance issues), client administration, SAP printer creation, user administration (e.g., create users as requested, unlock users, categorize users for SAP licensing, produce reporting on user licenses upon audit, and train internal helpdesk for password reset), notes application, support packages, creation of EDI ports, and operating system management, patching and administration. Basis support is provided Monday through Friday, 8:00 a.m. to 5:00 p.m. in the time zone listed in the applicable Covered Products Annexure for this Service, with a guaranteed response of thirty (30) minutes or less. During evening hours, weekends and holidays, support in the form of a two-hour emergency response will be provided. Support for planned maintenance during off-hours is also included.

2. Service Level Agreement

During the Rimini Support Period, Client will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including major holidays) for Critical Issue (P1) cases. Response time commitment for a first live conversation with a Rimini Street engineer after Client contacts Rimini Street with a request for support on a Critical Issue case is ten (10) minutes or less. Client will be entitled to receive support for all other Issues during Rimini Street Business Hours as specified in the applicable Covered Products Annexure for this Service. Response time commitments and communication update intervals for each Issue are detailed in Table 1 below. Business Impact Guidelines for each Client Priority Level are detailed in Table 2 below.

Further, Rimini Street will provide Client with at least one Named Primary Support Engineer. Client’s Named Primary Support Engineer shall be the point of contact at Rimini Street for Client’s personnel and agents reporting and working to resolve Issues with the Covered Products during the Rimini Support Period. When Client’s Named Primary Support Engineer is unavailable due to on-call rotations or days off, a temporary on-call Named Primary Support Engineer shall be available to Client.

Table 1

Issue Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment*
Critical Issue	Priority 1	10 Elapsed Minutes	Every 2 Elapsed Hours

Serious Issue	Priority 2	15 Elapsed Minutes	Every 4 Business Hours
Standard Issue	Priority 3	1 Business Day	Every 5 Business Days
Q&A	Priority 4	1 Business Day	As appropriate

*If resolution of an Issue is dependent upon some interim measure, such as developing a software patch, etc., an alternative communication update commitment may be defined and agreed upon with Client.

Table 2

Client Priority Level	Business Impact Guidelines
Priority 1	Issue where a supported Covered Product is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes Covered Product unusable; or Issue has a major impact to external client/customer; or Issue is impacting revenue or time sensitive regulatory compliance AND no acceptable workaround exists.
Priority 2	Issue where a supported Covered Product's functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable workaround exists; or Issue where a Covered Product component is unavailable or is working at a severely degraded capacity/performance AND an acceptable workaround exists.
Priority 3	Issue where a single user is unable to use a Covered Product or a component of a Covered Product that is necessary for the user to perform their primary work activities; or Issue that is not critical is encountered with the Covered Product that leads to a minimal loss of functionality, capacity or performance; or A feature is unavailable where another can be readily used (e.g., routing to a different printer).
Priority 4	General request for information or "how to" (Q&A); or Report of event not causing impact to work operation or production.

3. Certification

Client certifies that the Annual Support Fee for Year 1 of the Rimini Support Period (prior to any Rimini Street discounting for multi-year pre-payment) is no less than 50% of the total maintenance fees being charged by, and reflected in the most recent invoice(s) received from, the original software vendor (excluding all applicable taxes) for the Covered Products covering the twelve (12) month period preceding the MED ("**Maintenance Invoices**"). Client further certifies that the Covered Products, including but not limited to the license metrics and user counts of such products, are identical to those products covered by the Maintenance Invoices. For purposes of clarity, Client agrees that the Covered Products do not, and shall not, have any additions to or omissions from the products covered in the Maintenance Invoices.

4. Additional Client Obligations

A. Final Testing of Fixes and Updates. Client is responsible for all final system testing to assure that Rimini Street provided fixes and updates perform as documented with the SAP System before moving said fixes and updates into any production environment.

B. Access to Software. Client acknowledges that Rimini Street may need, and Client therefore authorizes Rimini Street, to: (i) access, install, work with, configure, test, and possibly modify the Covered Products, which are used in the SAP Production Release (as well as the Target SAP Production Release for any upgrade project that Client undertakes), in order to render Services pursuant to this SAPWB Service Schedule; and (ii) access the Client Archive (if any, and if Client requests that Rimini Street access the Client Archive in providing Services under this SAPWB Service Schedule). Accordingly, Client shall provide Rimini Street with remote access to one or more non-production development and test environment(s), on servers owned, leased, or otherwise controlled by Client, that include the Covered

Products and Client Archive, together with all license codes and other software required for their proper operation (each a “**Non-Production Environment**”). Each Non-Production Environment and remote access connectivity thereto, must meet the technical requirements provided by Rimini Street to Client, which may evolve and change over time due to changes in technology, connectivity options, Client’s Non-Production Environment or other reasons (“**Technical Requirements**”). Client understands and agrees that Rimini Street will be unable to access Non-Production Environments until Client confirms compliance in writing with current Technical Requirements.

C. Work Product License Use Clarification. Notwithstanding anything to the contrary in the Agreement, Client may provide Client’s employees or a third party access to Rimini Street Work Product for the sole purpose of supporting the Covered Products in the event that Client, pursuant to the terms of the Agreement, chooses to terminate the Order in respect of the Services provided under this SAPWB Service Schedule and undertake self-support or contract with a different service provider to provide support and maintenance services for the Covered Products. In such event, Client shall bind such employee or third party to obligations of non-disclosure and restricted use which are no less stringent than those contained in the Agreement.

D. Internal Client Support. Client is responsible for providing Help Desk Support and System Administration Support.

5. Additional Services Terms

The following additional terms apply to the Services described in Section 1:

- A. Definitions.** The following definitions are used throughout this SAPWB Service Schedule:
- I. SAP Technology Foundation:** Includes the group of SAP and third party products known as SAP IMG, ABAP Workbench, NetWeaver Development Studio, application servers, web servers, and middleware products such as XI.
 - II. SAP Production Release:** The SAP product release level that Client is currently using in its live, production environment, as specified in the applicable Covered Products Annexure for this Service as the current release.
 - III. Target SAP Production Release:** The SAP product release level of the Covered Products that are: (a) generally available to SAP customers prior to termination of Client’s SAP support services agreement for the Covered Products; (b) obtained by Client; and that (c) Client may desire to upgrade to as its next, live, production environment, as specified in the applicable Covered Products Annexure for this Service.
 - IV. SAP System:** Includes the Client’s SAP Technology Foundation and Applications listed in the applicable Covered Products Annexure for this Service operating on the SAP Production Release.
 - V. Covered Products:** The individual product modules licensed to Client and set forth in the applicable Covered Products Annexure for this Service.
 - VI. SAP Application:** A SAP product whose definition, design, and operating characteristics are defined as on-line and batch code that is managed in ABAP Workbench or as a callout subroutine from ABAP Workbench and that can be altered using ABAP Workbench, IMG Configuration or JAVA.
 - VII. RDBMS:** Relational Database Management System. Examples include DB2 or Informix, Sybase, Oracle, and SQL Server products by IBM, Sybase, Oracle, and Microsoft, respectively.

- VIII. Rimini Street Supported Operating System:** An operating system and operating system release level supported by SAP on or before Client terminates its SAP support services agreement for the Covered Products, or subsequently agreed to be supported by Rimini Street for use with Client's SAP Production Release, as specified in the applicable Covered Products Annexure for this Service.
- IX. Rimini Street Supported RDBMS Release:** An RDBMS and RDBMS release level supported by SAP on or before Client terminates its SAP support services agreement, or subsequently agreed to be supported by Rimini Street for use with Client's SAP Production Release, as specified in the applicable Covered Products Annexure for this Service.
- X. Client-Made Customized Code:** Changes or updates made by Client or Client's representatives to SAP ABAP on-line, batch, and report objects that vary from the standard, unmodified, but core code delivered to Client on physical media or via SAP Service Marketplace and related modified documentation.
- XI. Issue:** An issue to be addressed pursuant to Table 1 of Section 2 that meets all of the following criteria: (i) found by Client in the SAP Technology Foundation or SAP Applications or in any updates and fixes provided to Client by Rimini Street and SAP or obtained by Client from SAP up through the date that Client terminates its SAP support services agreement for Covered Products; (ii) Client becomes aware of the issue during the Rimini Support Period and reports the issue to Rimini Street during the applicable Rimini Support Period; and (iii) meets one of the four Priority Level criteria set forth on Table 2 of Section 2.
- XII. Help Desk Support:** Means first line, simple corrective assistance by one or more individuals or a third party organization designated and/or contracted by Client to be the first point of contact for Client's entire user population for Covered Products. Help Desk Support provides an initial front-line response to all Client user-reported cases, and resolves certain low-level user reported issues. Common issues to be resolved by Help Desk Support include general system information requests, Covered Product user administration (e.g., user setup and security), Client-specific operational procedures, hardware issues and infrastructure availability (e.g., LAN, web, Internet Service Provider, application, and database access), and similar activities.
- XIII. System Administration Support:** Means in-depth technical and system administration support that includes technical troubleshooting, analysis and resolution options for the Covered Products. System Administration Support services are more advanced than those generally provided by Help Desk Support and typically staffed with product trained personnel experienced with the Covered Products. Issues with Covered Products reported by Client end users to Help Desk Support that are not fully resolved by Help Desk Support may be escalated to System Administration Support. System Administration Support may include assisting Help Desk Support with resolution of issues, independent System Administration Support diagnosis and resolution of more advanced issues, and/or installation and configuration of software workarounds, updates or fixes made available and provided by Rimini Street. Issues not able to be resolved by System Administration Support may be escalated to Rimini Street.
- XIV. Business Hour:** A single hour of time during the Rimini Street Business Hours specified in the applicable Covered Products Annexure for this Service, Monday through Friday.
- XV. Business Day:** Nine (9) Business Hours.
- XVI. Elapsed Minutes:** Actual accrued time from a specific event (such as logging a case).

B. ABAP Workbench, Third Party Products, and Language Support. Rimini Street will provide support for SAP ABAP Workbench under this SAPWB Service Schedule. However, Client understands and acknowledges that Rimini Street is not able and will not provide any fixes or updates for the SAP ABAP Workbench product or any third party, non-SAP products used with, imbedded, integrated, or bundled with the Covered Products since Client does not have rights to access or modify source code for these products. For purposes of example only, such third party products include, but are not limited to, operating systems, database systems, application servers, web servers, online and batch processing tools, reporting tools, and analytic tools. The scope of this SAPWB Service Schedule expressly excludes support for any object issues other than for those listed as covered in the applicable Covered Products Annexure for this Service.

C. Installation Support. Rimini Street will remotely support Client with respect to initial, first-time installations and configurations of SAP products that Client was not using in production on or before the Rimini Support Period. Installation Support does not include project planning, advice, or recommendations relating to the migration of RDBMS platforms or SAP Technology Foundation server and RDBMS server operating system platforms (e.g., Oracle to DB2 RDBMS or Windows 2000 to UNIX); nor installations of a new major release of SAP products performed as the first step in an upgrade project to a new production SAP major release (e.g., SAP R/3 4.7C to SAP ECC6). Installation Support is subject to Client having a sufficient backup of the software installation, or a copy of the Covered Products with all necessary components, and making it available to Rimini Street for reinstallation.

D. Interoperability Support. Interoperability Support will be available to Client for its SAP System so long as the combination of products and platforms is supported and designed for compatible use in the SAP System and such combination of products and platforms has been fully tested for proper interoperability prior to production rollout and go-live. Client is fully responsible for any interoperability issues related to third-party products that are incompatible with or that were not properly tested for proper operation with Client's SAP System. Rimini Street will provide upon request, at an additional fee per request and with Client providing copies of all source and target software releases, interoperability testing for operating system and RDBMS release updates that have not been tested by SAP for proper operation with the SAP System prior to the termination of Client's SAP support services agreement for the Covered Products.

E. Performance Tuning. Client is responsible for ensuring adequate and reasonable functional, scalability, and regression testing have been completed in development and test phases prior to production rollout and go-live. Performance tuning support includes recommendations and advice for configuration, deployment model, and parameter settings for the SAP Technology Foundation and SAP Applications.

F. Upgrade Support. Client is responsible for obtaining any Target SAP Production Release, as well as all related and available SAP upgrade deliverables that include upgrade packages, OSS notes, Enhancement packages, Support packages, SAP Hotpacks, release notes, localizations, technical platforms, release documentation, upgrade documentation, or necessary license keys. Rimini Street agrees to provide project management support to assist Client in obtaining such licensed and available software releases and SAP deliverables, and further recommends that Client request each and every deliverable Client is entitled to under the terms of its SAP software license agreement for the Covered Products prior to the expiration date of Client's SAP support services agreement for the Covered Products.

G. Upgrade Process Support. Client is responsible for actual upgrade project planning, resourcing, and execution.

H. Client-Made Customized Code Support. Client must make its Client-Made Customized Code available to Rimini Street with reasonable lead time prior to the first support request by Client. Further, Rimini Street will only support Client-Made Customized Code that has: (a) been tested and proven functionally stable in a development and/or test environment prior to production rollout and go-live; and (b) worked successfully in production before an Issue arises.

I. Tax, Legal, and Regulatory Support. Client must possess the most recent tax, legal and regulatory updates made available by SAP for the SAP Production Release and any Target SAP Production Release before Client's Maintenance End Date ("**Tax, Legal & Regulatory Foundation**"). Rimini Street will build future tax, legal and regulatory updates starting from the Tax, Legal & Regulatory Foundation, provided that Rimini Street shall not be required to provide any such updates prior to Client's Maintenance End Date.

J. Additional Consulting. Any services required by Client outside the defined Services in this SAPWB Service Schedule are expressly excluded from the scope of this SAPWB Service Schedule. Rimini Street will not perform out-of-scope services without Client's pre-approval. If Client desires Rimini Street to provide additional out-of-scope services, separate agreements in the form of an amendment to this new Order or amended Order will need to be executed by the Parties prior to Rimini Street performing such services.

K. Trade Names. The SAP name, SAP product names, and SAP release names are trademarks of SAP SE. All other names and product names are the property of their respective owners.