

**SOFTWARE & SUPPORT SERVICES ORDER FORM v2.05.91**

**This order document forms a supplement to
“SAP_End_User_Licence_Agreement” (the “Referenced
Agreement”)**

Customer Name:

<CUSTOMER>

Billing Contact:

tbc

Customer Support Contact(s):

tbc

Customer Address:

<ADDRESS>

Billing Address:

tbc

Support Location:

tbc

The software products detailed in this order shall be supplied pursuant to the terms and conditions of the referenced agreement supplied with this form.

The customer agrees that the referenced agreement as amended by this supplement, is the entire agreement between the parties and supersedes all prior agreements, proposals, representations, statements or understandings oral or written relating to the subject matter of the referenced agreement and this supplement.

Signed on Behalf of the Customer

By: _____

Authorised Signatory

Name: _____

Print

Date: _____

Accepted by Influential Software Services Ltd (ISS)

By: _____

Authorised Signatory

Name: _____

Print

Date: _____

Payment Terms: 30 days from date of invoice

Licence Cost

Product	Sales Unit	Price
Product Name	Quantity	£
Total Software Licence Purchase Price		£

Support Agreement Cost

Product	Initial Term	Price for Initial Term
SAP Enterprise Support Agreement	tbc	£
<i>Optional</i> SAP Enterprise Support Agreement	tbc	£

Notes:

1. The above prices exclude VAT and are subject to SAP's software terms and conditions and Use Rights.
2. Licences are perpetual.
3. This pricing is valid for 90 days from date of issue.
4. Pricing for optional support extension assumes no change in SAP's price list

GENERAL TERMS AND CONDITIONS

1. Communications with ISS Personnel & SAP shall be conducted in English unless specifically agreed.
2. Subject to the prevailing terms of the GCloud which takes precedence over this Agreement, this Agreement will be automatically extended on tba for a further 12 months, and at the end of each subsequent 12 month period for another 12 months, unless either party gives written notice to the other party, not later than 90 days before the next renewal date, of termination of this agreement.
3. ISS shall give the Customer at least ninety (90) days' notice in writing of any changes in its annual support charges. ISS cannot determine the level of increases that may be imposed by SAP but shall endeavour to ensure that they are maintained at a reasonable level on behalf of the customer.
4. Any changes in support charges shall take effect on an anniversary of this Agreement or, after the first year, on an anniversary date as agreed. Application Support increases shall usually be limited to RPI plus 3%. Where circumstances may determine that an increase in excess of RPI plus 3% is essential to maintain the commercial viability of the support service for a given Product or Customer ISS shall give six (6) months' notice in writing of such increase.
5. The annual Support charge for each item of Standard Software shall be the charge shown in the prevailing product price list. Where the product is not quoted on the prevailing price list

the price shall be as detailed to the Customer in the original quotation and as varied by the introduction of agreed additions, variations and annual increases. Such quoted charges exclude Value Added Tax.

6. We shall at our discretion supply updates and enhancements to the software where applicable. This obligation shall not extend to the supply of services that may be necessary to install and test such upgrades. These services shall be charged for at prevailing rates.
7. We will liaise with SAP to provide to the User the remedies made available by SAP for the software specified above.
8. We shall provide a data investigation and maintenance service. However this Agreement specifically excludes ISS from any obligation to undertake corrective action relating directly to the User's Data Files if due to neglect or misuse.
9. If damage necessitating the replacement of software or correction of data has been caused by incorrect operating or maltreatment, whether through ignorance or other causes including lack of attention by the Customer to necessary minor maintenance, then we reserve the right to charge the Customer for the software replaced and the labour involved in the restoration of the system.
10. In the case of work requested by the User to be carried out at the User's premises including optional on-site assistance in the loading and commissioning of new releases of software and/or the re-introduction of customer requested modifications, all time spent, including travelling time and expenses, will be chargeable at standard hourly rates plus reasonable expenses.
11. This Agreement specifically excludes ISS from any obligation to undertake corrective action relating directly to the User's Data Files if due to neglect or misuse.

CUSTOMER RESPONSIBILITIES IN SUPPORT

In order to enable ISS Limited to carry out Support outlined herein the Customer agrees to the following:

1. To allow access by ISS personnel and time to enable them to carry out investigation and fault rectification of the software.
2. The customer agrees to abide by the pre-arranged availability of the System or to pay a charge for waiting time if ISS personnel shall be denied access to the System.
3. To implement modifications and minor maintenance routines as issued by ISS personnel in accordance with the relevant instructions.
4. To protect and secure data and application and system software by carrying out regular back-up procedures to an approved removable medium which is stored remotely. Specifically it is the responsibility of the Customer to ensure that back-up procedures have been carried out prior to ISS personnel commencing work on any Software application.
5. To properly license the software at the current unaltered release level and to use the software in accordance with User documentation, not altering or tampering with the Software except under instruction from ISS Personnel.
6. To have all relevant staff trained to the minimum levels approved by ISS in the operation and/or function of the system. In the event that a lack of such training causes exceptional

call levels, then ISS reserves the right to review the charges for support services during the term of this agreement.

7. The Customer must provide a remote connection facility to allow ISS and SAP to fulfil their Support responsibilities under this agreement, by ensuring maintenance connection can be made in an emergency P1 situation by both ISS Limited and SAP directly. End User shall provide and maintain remote access and shall ensure that End User grants ISS and SAP all necessary authorizations, in particular for problem root cause analysis as part of Incident handling. Such remote access shall be granted by End User without restrictions regarding the nationality of the ISS or SAP employee(s) who process(es) the Incident or the country in which they are located. End User acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render ISS and SAP unable to provide help in an efficient manner. The necessary software components for receiving support services must be installed. For more details see SAP Note 91488.
8. Where we do not provide Services for maintaining the operating system residing in or on the Hardware, the customer must ensure that such operating system is maintained at the version and release required by the current version and release level of software. Technical Health checks will be performed to the system during the term of this agreement where this will be reviewed.
9. The Customer shall create, maintain and supply ISS with a list of nominated people (proficient in the use of the software) who shall be authorised to add items and agree priorities for all new issues to be logged.
10. Customer agrees to partake in Support readiness activities with ISS, including sharing of key business processes and technical landscape information in order to access the ISS Support offerings.

OUTLINE OF SUPPORT SERVICES TO BE PROVIDED

SUPPORT HOURS

The basic hours for the provision of Software Support Services by ISS Limited are: Monday to Friday 9.00am to 5.30pm inclusive (excluding UK Public Holidays). Out of these times a 7 x 24 hour P1 Support condition applies. (NB: This service only applies to Priority 1 tickets).

Contact ISS Support Staff with your out of hours P1 issues on 07731 781 795

SUPPORT CONTACT POINTS

ISS Limited shall provide a telephone support service, covering general operational queries and enquiries.

Customers will have access to the Influential Software ticketing system:

<https://helpdesk.influentialsoftware.com>

There is also a support telephone contact: **01622 757517**

There is also email access for support: helpdesk@influentialsoftware.com

DEFINITIONS OF PRIORITY FOR INCIDENT TICKET CLASSIFICATION

Priority	Response
1. Critical/Very High	Major problem affecting processing with severe impact on business. No satisfactory workaround being available.
2. High	Problem which affects processing affecting multiple users but the nature of the problem does not have severe impact on business.
3. Medium	Partial failure of a service, affecting multiple users. The nature of the problem does not have large impact on business so is considered medium. Workarounds are available.
4. Low	Minor problem affecting single users with a workaround available, or a general enquiry.

INCIDENT RESPONSE & PROCESSING TIMES

Priority of Incident	Agreed Initial Response Time (to End User)	Agreed Maximum Processing Time
P1 = Critical / Very High	1 hour	4 hours *
P2 = High	4 working hours	2 working days
P3 = Medium	8 working hours	4 working days
P4 = Low	16 working hours	8 working days

*

Out of Influential Software Services normal Support hours a 7 x 24 hour P1 Support condition applies. (NB: This service only applies to Priority 1 tickets). Contact ISS Support Staff with your out of hours P1 issues on 07731 781 795.

Response Times: a confirmation that an incident has been received and some investigation action is taking place.

Resolution Times: may be a fix, or an agreed course of action with the customer and/or authors of the software. At times the issue may be placed on hold awaiting actions, information or by agreement.

Article 1 - Scope of SAP Enterprise Support

This Article describes the standard services which End Users receive (depending on the maintenance phase; please see Article 2 below) via/from the ISS and from SAP under SAP Enterprise Support in accordance with the SAP Support Model. The full scope of SAP Enterprise Support includes at current the elements described below.

Continuous Improvement and Innovation

- New Software Releases of the licensed Software as well as tools and procedures for upgrades. SAP supports upgrades to new Releases in mainstream maintenance. SAP does not support upgrades to new Releases in extended or customer-specific maintenance, unless this is necessary as one step in a multi-step upgrade to a target Release in mainstream maintenance.
- Support Packages - Correction Packages to reduce the effort of implementing single corrections. Support Packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements, for example in the area of human resources.
- Technology updates to support third-party operating systems and databases. Details on SAP's release strategy and recommendations for technology updates for SAP's Enhancement Packages are outlined on the SAP Service Marketplace (<http://service.sap.com>).

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 End Users and partners of SAP only.
- SAP Notes on the SAP Service Marketplace document software errors and contain information on how to remedy, avoid and bypass these errors. SAP Notes may contain coding corrections that End Users can implement into their SAP system. SAP Notes also document other problems or End User questions and recommended solutions (e.g. customizing settings).

Mission Critical Solution Support

- Global message handling by SAP for Software Incidents with priority 1 ("very high"), including Service Level Agreements between SAP and ISS as set forth in Article 5, Section 16 and the Appendix "Support Services" in Article 4.
- Global 24x7 Root Cause Analysis ("production down support") and escalation procedures to get access to re-sources available to provide a solution to severe problems, in accordance with Article 4 of the Appendix "Support Services" .

Article 1 Limitations

1. SAP will only support the Enterprise Support Solution and will in particular, but not limited to, not provide support for any Incident that arises because ISS or End User has altered the Software without authorization by SAP or is in breach of the license provisions, or for any problem that arises in connection with the use of non-SAP products which were not licensed through SAP as part of the Software.
2. The scope of SAP Enterprise Support only aims at the resolution of incidents and problems caused by the Software and does not include usage or operational questions.
3. SAP Enterprise Support is only provided for Software ordered by the End User through ISS and in accordance with the then current and applicable Price List and the maintenance phase per Software Release as currently outlined under <http://service.sap.com/releasestrategy>.
4. SAP does not support operating systems, databases and other third-party components, which have run out of support by their suppliers/vendors. End Users may therefore have to upgrade to more recent combinations of such operating system and database versions that are supported for Enterprise Support Solutions. SAP will only be able to support operating systems, databases and other third-party components if the respective suppliers/vendor offers an extension of support for its product. If this extension is defined as chargeable by the vendor, SAP may offer the extension of support for products of these

vendors if licensed via SAP. Pricing is available upon request (details on vendor/supplier offerings will be published on SAP Service Marketplace at <http://service.sap.com/maintenance>).

5. SAP'S Out of ISS's normal Support hours a 7 x 24 hour P1 Support condition applies. NB: This service only applies to Priority 1 tickets. Contact ISS Support Staff with your out of hours P1 issues on 07731 781 795
6. End Users will not send any Incidents related to Software and Third Party Software/Products directly to SAP but will first contact ISS's End User support. If after fulfilling its First and Second Level Support duties ISS cannot solve the End User's problem related to the Software and Third Party Software/ Products, ISS is entitled to forward the Incident to SAP. This does not apply to P1 incidents raised outside normal office hours.

Article 2 – Maintenance Phases

SAP Enterprise Support is provided in accordance with the then applicable maintenance phases per Software Release as stated on the SAP Service Marketplace at <http://service.sap.com/releasestrategy>.

The scope of services based on the SAP Enterprise Support offering (as outlined in Article 1 above) depends on the respective maintenance phase for the Software Release. SAP will only provide the full scope of SAP Enterprise Support during the first maintenance phase, so called "Mainstream Maintenance". After expiration of the Mainstream Maintenance, SAP may offer different services. For up-to-date release planning information and further information on services, please have a look at the Product Availability Matrix (PAM) at <http://service.sap.com/pam>.

End User acknowledges that SAP cannot support third party operating systems, databases or other middleware components which are no longer supported by their manufacturers. SAP is only able to support those third party operating systems, databases or other middleware components if and to the extent to which the relevant manufacturer offers maintenance and support for its product. ISS is obliged to inform End Users that an upgrade to a newer version of the third party operating systems, databases or other middleware components may be necessary.

Article 3 – Termination

1. The fees for SAP Enterprise Support shall be paid in advance (i) per calendar year for orders that are on a calendar year renewal basis, or (ii) per the following 12 months for orders that are not on a calendar year renewal basis. In the first year of delivery of SAP Enterprise Support services, the fees will be invoiced from the month following the delivery of the Software to ISS to the end of the calendar year for orders that are on a calendar year renewal basis. All subsequent fees for SAP Enterprise Support will be invoiced by ISS annually in advance (i) at the beginning of the calendar year for orders that are on a calendar year renewal basis or (ii) annually in advance at the beginning of the renewal for 12 months for orders that are not on calendar year renewal basis.
2. SAP Enterprise Support must always cover all End User Software installations. A partial termination is not permitted.
3. If End User does not order SAP Enterprise Support (or any other SAP support offering available, including, but not limited to SAP Standard Support) immediately after delivery of the Software to End User, but orders them later to obtain a new Software Release, or SAP Enterprise Support (or any other SAP support offering available under the Agreement, including but not limited to SAP Standard Support) is otherwise declined for some period of time, and is subsequently requested or reinstated, End User may obtain the services only upon payment of the fee for SAP Enterprise Support that it would (pursuant to the then current and applicable Price List) have had to pay had it agreed to take SAP Enterprise Support from the time of delivery. In case of reinstatement of such SAP Enterprise Support, a reinstatement fee may apply. Payment of such fees falls due immediately and in full. These provisions also apply after termination of the order of SAP Enterprise Support for a particular

End User if ISS wishes to enter into a new agreement for such End User and to termination and re-activation of the SAP PartnerEdge Channel Agreement VAR between ISS and SAP.

4. End User may terminate SAP Enterprise Support Sales Orders only by giving ninety (90) days prior written notice to the end of either (a) the Initial Term or (b) any Renewal Term. For clarification purposes:
5. End User may only terminate SAP Enterprise Support for all Software installations of an End User. Partial termination is not permitted. Any additional Software purchases/licenses must be added to SAP Enterprise Support by a separate Sales Order.
6. SAP may terminate at any time SAP Enterprise Support Sales Orders by giving three (3) months prior written notice to the end of either (a) the Initial Term, or (b) any Renewal Term.
7. In the event of termination of SAP Enterprise Support for an End User by ISS or SAP, SAP will endeavour, as the case may be, to transfer such End User within three (3) months after issuance of the termination notice to another SAP partner with regards to provision of SAP Enterprise Support. ISS shall continue to collect all fees due from such End User until effect of such termination. In accordance with the respective maintenance agreement or exhibit concluded by SAP and ISS, SAP reserves the right to offer SAP Enterprise Support directly to such End User.
8. Upon termination of Enterprise Support for an End User or termination of the Agreement between ISS and SAP, ISS shall return to End User(s) all information provided to ISS which is relevant for provision of support for SAP Software Solution(s). ISS agrees to actively support migration of End User(s) to a replacement support provider for SAP Enterprise Support (either SAP itself or an authorized SAP reseller).