

END USER LICENCE AGREEMENT ACCEPTANCE FORM (for SAP On Premise indirect sales)

This End User Licence Agreement Acceptance Form ("<u>EULA Acceptance Form</u>") is an offer by SAP India Private Limited , a corporation, with offices at 6th F, RMZ Ecoworld plot C1,8A camp.,Saraj.Out.Ring Rd Devarabeesanahalli, Bangalore Bangalore 560103 India and a place of business at 50, Mohebewala Industrial Area Saharanpur, Uttarakhand - 248002, Dehradun, India (hereinafter "SAP") to Rashtreeya Sikshana Samithi Trust, a corporation, with offices at R.V. Teachers College Building R.V.Group of Educational Institutions 2nd Block, Jayanagar Bengaluru 560011 India (hereinafter "<u>End User</u>"), together referred to as "<u>Parties</u>". When this EULA Acceptance Form is signed and returned to SAP by End User, it becomes a binding agreement between SAP and End User for the license of Software and the Third Party Software listed in the attached Schedule 1 ("<u>Licensed Software"</u>). This Acceptance Form shall first become effective on the date signed by End User below ("<u>Effective Date"</u>).

Relevant SAP Partner: Yash Technologies Private Limited 702, Campus C, RMZ Centennial, Survey No. 74 & 77, Oddanakundi Village, Krishnarajapuram, 560048 Bangalore India ("Partner").

The Parties agree as follows:

- 1. Any terms not defined in this EULA Acceptance Form will have the meaning ascribed to them in the End User License Agreement (for SAP On Premise indirect sales). "Territory" means India.
- 2. End User has purchased or will purchase a licence to Use certain SAP Software as identified in Schedule 1 from the Partner and, by signature of this EULA Acceptance Form, accepts the terms and conditions specified in this EULA Acceptance Form and the following agreements which are incorporated and made a part hereof by reference:
 - a) the End User Licence Agreement (for SAP On Premise indirect sales) (the "EULA") for India;
 - b) the Software Use Rights Schedule (the "Use Rights"); and
 - c) any exhibit, schedule, appendix, annex or other document included in, attached to or referenced to in this EULA Acceptance Form and any of to the agreements listed in this Section 2a) and b),

in each case as current at the Effective Date.

3. All parts of the agreements listed in Section 2a) to c) are made available on:

| Agreement | Location | |
|------------------------------|---|--|
| End User Licence Agreement | https://www.sap.com/docs/download/agreements/end-user- | |
| | agreements/lic/sap-partneredge-eula-for-sell-on-premise-program-and | |
| | distribution-program-india-english-v2-2016.pdf | |
| Software Use Rights Schedule | https://www.sap.com/docs/download/agreements/product-use-and- | |
| | support-terms/sur/sap-software-use-rights-english-v11-2018.pdf | |

This EULA Acceptance Form together with the agreements listed in Section 2a) to c) are hereinafter referred to as "Software Licence Agreement".

- 4. End User herewith confirms that they have received and read all parts of the agreements referred to in Section 2 and will comply with the terms and conditions. SAP recommends End User prints copies of the agreements referred to in Section 2 for End User's own records.
- 5. Under this Software Licence Agreement, End User only receives a licence for the Licensed Software; maintenance support, any other services for the Licensed Software ("Services") and the fees for the Licensed Software themselves are <u>not</u> contemplated under this Software Licence Agreement. SAP does not accept any liability for the provision of Services by the Partner.
- 6. A click-wrap licence is included in some of the Licensed Software products and sets out licence terms for the Licensed Software ("Product Licence"). The Product Licence cannot be removed for technical reasons. Even though End User will need to accept the Product Licence in order to use those Licensed Software products, the Product Licence will not apply and those Licensed Software products will be governed by this Software Licence Agreement instead.

IN AGREEMENT, the End User hereto has caused this Agreement to be executed by its authorized representatives.



Accepted By:

Rashtreeya Sikshana Samithi Trust

(End User)

Name: 5. P. 1

Title: How. Jt. Se

Date: 30/11/2018

Hon. Joint Secretary Rashtreeya Sikshana Samithi Trust II Block, Jayanagar, Bangalore - 560 011



SCHEDULE 1 LICENSED SOFTWARE

| | Software Licensed | | | | |
|---|-------------------|-----|----------------|-------------------|------------------|
| Product | TPP | SAV | License Metric | Blocks of (units) | License Quantity |
| SAP HANA, Runtime edition for Applications & SAP BW - New/Subsequent | | | HSAV | 1 | |
| SAP S/4HANA Enterprise Management for Professional use | | | Users | 1 | 150 |

Legend:

TPP- Third Party Product: 'X' indicates the software product is a Third Party Product licensed from SAP. SAV-SAP Application Value: "X" indicates that the product is part of the SAP application value and thus relevant for runtime databases licensed by SAP.

