



SAP DELIVERED SUPPORT AGREEMENT

This SAP Delivered Support Agreement ("Agreement") as issued by SAP India Private Limited, a corporation, with offices at 6th floor, RMZ Ecoworld plot C1, 8A campus, Bangalore 560103, India (hereinafter "SAP") is an offer and when signed and returned to SAP by Rashtreeya Sikshana Samithi Trust, a corporation, with offices at R.V Educational Institutions, R.V Teachers College Building, 2nd Block Jayanagar, Bengaluru - 560 011, India (hereinafter "End User"), becomes a binding agreement between SAP and End User for the SAP Support Services listed below. This SAP Delivered Support Agreement shall first become effective on the date signed by End User below ("Effective Date"); together referred to as "Parties".

RECITAL

WHEREAS, End User has purchased or will purchase certain SAP software, including the software as identified in Schedule 1, from the Partner and receives the right to use the SAP software, including the software as identified in Schedule 1, from SAP or Partner under a Software License Agreement (as defined below).

WHEREAS, SAP provides, through employees of the SAP Group and third party contractors, software support services and End User wants to order such software support services from SAP.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS.

1.1 Definitions

1.1.1 "Associated Company" means any legal entity of which a person or company has direct or indirect Control and only as long as a person or company maintains direct or indirect Control.

1.1.2 "Confidential Information" means, with respect to End User: End User's marketing and business plans and/or financial information, and with respect to SAP: (a) the Software, Documentation and other SAP Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of SAP; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies; and (d) the SAP Support Components. In addition, Confidential Information of either SAP or End User (the party disclosing such information being the "Disclosing Party") includes information which the Disclosing Party protects against unrestricted disclosure to others that (i) the Disclosing Party or its representatives identifies as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure; including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.

1.1.3 "Control" means the power to direct or cause the direction of the affairs of an entity whether by means of direct or indirect ownership of fifty per cent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder agreement or other document regulating the affairs of an entity.

1.1.4 "Documentation" means SAP's then-current technical and/or functional documentation which is delivered or made available by SAP either indirectly via Partner or directly to End User with the Software.

1.1.5 "Export Law" means all constitutions, laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits restrictive measures, trade sanctions, embargos and other legally binding requirements of all federal, country, international, state and local governmental authorities relating to export, re-export or import.

1.1.6 "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.



1.1.7 "Partner" means Yash Technologies Private Limited, 6th & 7th floor, My Home Hub, Survey No. 79, Block-III, Madhapur, Dist. Rangareddy-500081(A.P), India.

1.1.8 "SAP Delivered Support" means SAP's then-current SAP support offering made available to End User, as stated in this Agreement as well as the applicable SAP Support Schedule.

1.1.9 "SAP Enterprise Support Schedule" means the current "SAP Enterprise Support Schedule" which is made available at:

<https://sap.com/docs/download/agreements/product-use-and-support-terms/sup/enterprise-support-schedule-india-english-v6-2016.pdf>

1.1.10 "SAP Group" means SAP Parent and any of its Associated Companies.

1.1.11 "SAP Group Software" means (i) any and all software products licensed to End User under the Software License Agreement, all as developed by or for the SAP Group and delivered by SAP either indirectly via Partner or directly to End User; (ii) any new releases, updates or versions thereof, made available through unrestricted shipment pursuant to SAP support or warranty obligation; and (iii) any complete or partial copies of any of the foregoing.

1.1.12 "SAP Materials" means any software, programs, tools, systems, data or other materials made available to End User directly by SAP or via Partner prior to or after the Effective Date including, but not limited to, the Software, SAP Support Components and Documentation.

1.1.13 "SAP Parent" means SAP, a European company (Societas Europaea), located at Dietmar-Hopp-Allee 16 in 69190 Walldorf, Germany and registered at the commercial register of Mannheim under the registration number HRB 350269.

1.1.14 "SAP Standard Support Schedule" means the current "SAP Standard Support Schedule" which is made available at:

<https://sap.com/docs/download/agreements/product-use-and-support-terms/sup/standard-support-schedule-india-english-v6-2016.pdf>

1.1.15 "SAP Support Schedule" means either the SAP Enterprise Support Schedule or the SAP Standard Support Schedule, whichever is applicable.

1.1.16 "Software" means SAP Group Software as well as Third Party Software.

1.1.17 "Software License Agreement" means the software license agreement concluded either between SAP and End User or between Partner and End User pertaining to the SAP software sold by Partner to End User, including the software as identified in Schedule 1.

1.1.18 "Territory" means India

1.1.19 "Third Party Software" means (i) any and all software products licensed to End User under the Software License Agreement, all as developed by or for companies other than the SAP Group and delivered by SAP either indirectly via Partner or directly to End User; (ii) any new releases, updates or versions thereof, made available through unrestricted shipment pursuant to SAP support or warranty obligation; and (iii) any complete or partial copies of any of the foregoing.

2. AGREEMENT ON SAP DELIVERED SUPPORT. Subject to the terms and conditions set out in this Agreement as well as specified in the applicable SAP Support Schedule which is incorporated and made a part hereof by reference, SAP herewith offers to the End User to provide

SAP Enterprise Support

for a fee of 2,529,999.78 INR per year for the Supported Software (as defined below) ("SAP Delivered Support Fee"). End User accepts such offer. In case End User chooses SAP Enterprise Support, the SAP Enterprise Support Schedule applies. In case End User chooses SAP Standard Support, the SAP Standard Support Schedule applies. End User herewith confirms that he had access to and read the applicable SAP Support Schedule and will comply with the terms and conditions. SAP recommends End User prints a copy of the applicable SAP Support Schedule for End User's own records. "Licensee" as used in the SAP Support Schedules means the End User as identified in this Agreement.

3. SEPARATE SOFTWARE SALES AGREEMENT. End User has acquired certain Software, including the software as identified in Schedule 1, from Partner (the software identified in Schedule 1 being the "Supported Software").

End User understands and acknowledges that provision of SAP Delivered Support is at all times conditional upon End User holding valid licenses to the Supported Software. In addition, End User agrees and warrants to install any Software for which SAP Delivered Support is delivered directly by SAP on a separate technical installation from Software that is supported by a Partner (VAR Delivered Support).

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End User represents and warrants that Schedule 1 contains an accurate and complete list of all Software that End User has acquired from Partner and is subject to SAP Delivered Support. End User must inform SAP promptly about any additional Software that End User has acquired and is subject to SAP Delivered Support. SAP will be entitled to increase the SAP Delivered Support Fee to include such additional Software (including a retroactive increase). SAP will have the same right if SAP learns that End User failed to promptly inform SAP of such additional Software purchase(s).

Under this Agreement, End User only receives SAP Delivered Support; the licensing of and the fees for the Supported Software themselves are **not** contemplated under this Agreement. Under this Agreement, SAP grants a non-exclusive, non-transferrable, terminable license to any new versions, releases, updates, upgrades, patches, fixes and corrections of the Supported Software and other software and materials provided as part of SAP Delivered Support ("SAP Support Components") and only during the term of the Software License Agreement. Licenses to SAP Support Components are subject to the terms of the Software License Agreement, except as follows or expressly otherwise stated in this Agreement, the SAP Support Schedules or both: (i) use of the SAP Support Components is limited to use with the Supported Software; (ii) such use is limited solely to running End User's internal business operations and to provide internal training and testing for such internal business operations; (iii) End User must not use the SAP Support Components to provide services to third parties (e.g. business process outsourcing, service bureau applications or third party training).

4. SERVICES TO BE PERFORMED. SAP will provide SAP Delivered Support as specified in this Agreement as well as in the applicable SAP Support Schedule. End User is responsible for making the necessary internal arrangements for the carrying out of SAP Delivered Support on a non-interference basis. End User understands that SAP Delivered Support under this Agreement only applies to the Supported Software as originally provided by SAP (either indirectly Partner or directly to End User), excluding without limitation any modifications, add-ons or enhancements to the Supported Software that have been developed by the Partner, End User or any third party.

For purposes of this Agreement and the delivery of SAP Delivered Support hereunder, "Enterprise Support Solutions" and "Standard Support Solutions" as defined in the applicable SAP Support Schedule do not include software sold by Partner to End User that is not provided by SAP (either indirectly via Partner or directly to End User).

Support Advisory Center access, Continuous Quality Checks, Go Live Checks and Enterprise Support Reports (each as may be applicable and only as described in the SAP Support Schedule) will only be provided if End User has established a certified End User COE (as described in the SAP Support Schedule).

5. TERM.

5.1 The initial term for SAP Delivered Support is the remainder of the current calendar year ("Initial Term").

5.2 After the Initial Term and subsequently after each annual term, subject to the Agreement and SAP Support Schedule, SAP Delivered Support will automatically renew for the subsequent twelve-month period.

6. SAP DELIVERED SUPPORT FEES.

6.1 Payment and invoicing of fees.

The SAP Delivered Support Fees as originally set out in this Agreement or as increased according to this Agreement, the SAP Support Schedules or both, must be paid by the End User annually in advance within thirty days of SAP's invoice date.

For each Renewal Term, SAP Delivered Support Fees as originally set out in this Agreement or as increased according to this Agreement, the SAP Support Schedules or both are invoiced for the period of the Renewal Term.

Payment will be considered to have been made when the payment is received by SAP in the bank account(s) designated by SAP for such payments. End User may offset claims only if they are uncontested or finally and bindingly awarded by a court of law.

Unpaid fees will accrue interest at the rate of 3% percent above the Citibank (Bangalore) Prime Lending Rate applicable per annum until the date of payment, but not to exceed the maximum amount as allowed by law.

6.2 Fee Increase.

SAP agrees that the fee for SAP Standard Support will remain unchanged until December 31, 2019. Thereafter, SAP reserves the right to increase End User's fee for SAP Standard Support hereunder (without additional notice) from the prior year by the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the Effective Date or the date of End User's last SAP Standard Support fee increase, whichever occurred later.

CPI as used herein means the annual "General index (weighted average of All Groups)" published by the Central Statistics Organization, Ministry of Statistics and Programme Implementation.



SAP agrees that the fee for SAP Enterprise Support will remain unchanged until December 31, 2020. Thereafter, the fee for SAP Enterprise Support is subject to change once during a calendar year upon three months' notice to End User. SAP may increase End User's fee for SAP Enterprise Support hereunder from the prior year by the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the Effective Date or the date of End User's last SAP Enterprise Support Fee increase, whichever occurred later.

Not raising fees in any given year or years is not a waiver of SAP's right to do so.

7. **TAXES.** Fees and other charges described in this Agreement do not include sales, VAT, withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for End User's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of this Agreement. If SAP is required to pay Taxes, End User shall reimburse SAP for such amounts. End User hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.

8. **INTELLECTUAL PROPERTY RIGHTS.**

8.1 **Reservation of Rights.** The SAP Materials and SAP Confidential Information and all title, rights and interest, especially, without limitation, any Intellectual Property Rights embodied therein are the sole and exclusive property of the SAP Group or their licensors, subject to any rights, title or interest expressly granted to End User in the Software License Agreement. Except for the rights set forth in the Software License Agreement, End User is not permitted to modify or otherwise make derivative works of the Software or other SAP Materials.

8.2 **Protection of Rights.** End User is not entitled to copy, translate, disassemble, decompile nor reverse engineer the Software or other SAP Materials. End User must not create or attempt to create the source code from the object code of the Software or other SAP Materials. End User is permitted to back up data in accordance with good information technology practice and for this purpose to create the necessary backup copies of the Supported Software. Backup copies on transportable discs or other data media must be marked as backup copies and bear the same copyright and authorship notice as the original discs or other data media, unless technically infeasible. End User must not change or remove SAP's copyright and authorship notices.

9. **CONFIDENTIALITY.**

9.1 **Use of Confidential Information.** Confidential Information must not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the Disclosing Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the Disclosing Party, the party receiving the Confidential Information ("Receiving Party"): (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the Receiving Party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either Party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

9.2 **Exceptions.** The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the Receiving Party; (c) at the time of disclosure, was known to the Receiving Party free of restriction; or (d) the Disclosing Party agrees in writing is free of such restrictions.

9.3 **Confidential Terms and Conditions; Publicity.** End User shall not disclose the terms and conditions of this Agreement to any third party except for the Partner. Neither Party shall use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the other, except that End User agrees that any member of the SAP Group may use End User's name in customer listings or, at times mutually agreeable to the Parties, as part of SAP Group's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with End User's business. End User agrees that SAP may share information on End User with any other member of the SAP Group for marketing and other business purposes and that End User has secured permission from its employees to allow SAP to share business contact information with any other member of the SAP Group.

10. **NO WARRANTY.**



SAP and its Licensors disclaim all representations, warranties, conditions or guarantees with respect to the SAP Support Components express or implied, including without limitation, any implied warranties of merchantability, quality, fitness for a particular purpose or non-infringement of third party rights, except to the extent that any warranties implied by law cannot be validly waived.

11. LIMITATIONS OF LIABILITY.

11.1 Not Responsible. SAP and its Licensors will not be liable for any claims or damages arising from inherently dangerous use of the SAP Support Components.

11.2 Exclusion of Damages; Limitation of Liability. Anything to the contrary herein notwithstanding, except for (i) damages resulting from (a) unauthorized Use or disclosure of Confidential Information, (b) fraud and (c) death or personal injury arising from either party's gross negligence or arising from either party's willful misconduct, or (ii) SAP's right to collect unpaid fees, under no circumstances and regardless of the nature of any claim will SAP, its licensors or End User be liable to each other or any other person or entity for an amount in excess of the SAP delivered Support Fee paid for the SAP Support Component directly causing the damages during the one year period preceding the events giving rise to the claim or be liable in any amount for special, incidental, consequential or indirect damages, loss of good will or profits, work stoppage, data loss, computer failure or malfunction, attorneys' fees, court costs, interest or exemplary or punitive damages.

11.3 Exclusions and Limitations for Third Party Software. Subject to the exclusion of damages stated in Section 11.2 and with respect to SAP Support Components relating to Third Party Software, under no circumstances and regardless of the nature of any claim shall SAP or its licensors' be liable for an amount in excess of the SAP Delivered Support Fee paid for the SAP Support Component directly causing the damages and relating to Third Party Software during the one year period preceding the events giving rise to the claim.

11.4 Extension to group members. Any limitations to the liability and obligations of SAP according to this Section 11 (Limitations of Liability) will also apply for the benefit of any member of the SAP Group and their respective licensors.

12. ASSIGNMENT.

End User may not, without SAP's prior written consent, assign, novate, delegate, pledge, subcontract or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign, novate, delegate, pledge, subcontract or otherwise transfer this Agreement or any of its rights or obligations thereunder (in whole or in part) to any member of the SAP Group. SAP and any other member of the SAP Group may use third parties as sub-contractors for fulfilling any of its rights or obligations under this Agreement. SAP will continue to be liable for such obligations.

13. GENERAL PROVISIONS.

13.1 Retention of data. With regard to business transactions covered by this Agreement, End User must retain any records for a period of ten years starting on 1th of January of the year following the year during which the data were transmitted or otherwise transferred, or for the minimum period prescribed by applicable law, whichever is longer. In addition, End User must maintain current, complete and accurate reports on all of SAP's Confidential Information in its possession or in the possession of its representatives.

13.2 Severability. It is the intent of the Parties that in case any one or more of the provisions contained in this Agreement shall be held to be wholly or in part illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein. The illegal, invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in the case of contractual gaps.

13.3 No Waiver. If either Party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

13.4 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be considered an original but all of which together form one and the same instrument and will be treated as if the signatures on the counterparts were on a single copy. This Agreement may be validly executed by means of transmission of signed facsimile, pdf or any other documented form for which a process has been provided by SAP. Signatures sent by fax, pdf, email or other electronic means for which a process has been provided by SAP shall be deemed original signatures.

13.5 Regulatory Matters. The Software, SAP Delivered Support, Documentation and SAP Materials as well as parts of any of these (e.g. new versions, releases, updates, upgrades, patches, fixed or correction of a software product) are subject to Export Laws of various countries, including, without limitation, the laws of the United States, the EU, Ireland, Australia and Germany. End User agrees that it will not submit the Software, SAP

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Delivered Support, Documentation or other SAP Materials or parts of any of these to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and that it will not export, re-export or import any Software, SAP Delivered Support, Documentation and/or SAP Materials to countries, persons or entities prohibited by any applicable Export Law. In that context, End User is responsible for complying with all applicable Export Laws. If SAP or any other member of the SAP Group wants to deliver and/or grant access to Software, SAP Delivered Support, Documentation other SAP Materials, or parts of any of these directly to an End User, End User will support SAP and any other member of the SAP Group in obtaining any required authorization, approval or other consent from the competent authorities by providing any necessary or useful declarations or other necessary or useful information, e.g. End User certificates, as may be requested by SAP or any other member of the SAP Group. End User acknowledges that the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials as well as parts of any of these may be subject to the prior obtaining of export or import authorizations or both from the competent authorities and that this process may (i) considerably delay or prevent the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or part of any of these, (ii) impact SAP's ability or the ability of any other member of the SAP Group to provide SAP Delivered Support or other services and (iii) lead to SAP or any other member of the SAP Group having to limit, suspend or terminate End User's access to SAP Delivered Support services or other services.

Neither SAP nor any other member of the SAP Group assumes any responsibility or liability:

- a) for any delay caused in the delivery and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or parts of any of these due to export or import authorizations or both having to be obtained from the competent authorities;
- b) if any required authorization, approval or other consent for the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or parts of any of these cannot be obtained from the competent authorities;
- c) if the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or parts of any of these is prevented due to applicable Export Laws; and
- d) if access to SAP Delivered Support or other services has to be limited, suspended or terminated due to applicable Export Law.

SAP may terminate this Agreement with thirty days' prior written notice if SAP or any relevant member of the SAP Group may not deliver or grant access to Software, SAP Delivered Support, Documentation and SAP Materials to End User due to an embargo or other comparable trade sanction, which is expected to be in place for six months or longer.

13.6 Governing Law; Limitations Period. This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement are governed by laws of India to the exclusion of the international law of conflicts and the UN Sales Convention. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement (including any dispute regarding the existence, validity or termination of this Agreement) is Bangalore, India. End User must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one year from the date when End User knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

13.7 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and End User at the addresses first set forth in this Agreement. Where in this Section 13.7 or elsewhere in this Agreement a written form is required, except for any notice of termination or notice of a material breach which shall occur by exchange of letter(s), that requirement can be met by facsimile transmission, exchange of letters or other written form, including email or other electronic means for which a process has been provided by SAP.

13.8 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

13.9 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and End User, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the Parties disclaim any reliance on any such representations, discussions and writings. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by End User to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user



agreement included in the Software. This Agreement does not create any partnership, joint venture or principal-and-agent relationship.

13.10 Amendments. Any modification, amendment or supplement to this Agreement (including this Section 13.10 (Amendments) must be made in writing or in any other documented form for which a process has been provided by SAP.

13.11 Effective Date. If a Party signs a part of this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature will be deemed to be the date on that the signing Party signed that part of the Agreement.

13.12 Hierarchy. In the event of any inconsistencies between this Agreement and the SAP Support Schedules, this Agreement shall take precedence.

13.13 Survival. Sections 8 (Intellectual Property Rights), 9 (Confidentiality), 10 (No Warranty), 11 (Limitations of Liability), 13.1 (Retention of data), 13.2 (Severability), 13.5 (Regulatory Matters), 13.6 (Governing Law; Limitations Period), will survive any termination of this Agreement.

14. REPLACEMENT IN SUPPORT SCHEDULES.


In the introductory paragraph of the SAP Standard Support Schedule and the SAP Enterprise Support Schedule the following sentence will be deleted:

"In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the Agreement including any appendices, exhibits, order forms or other documents attached to or incorporated by reference to the Agreement, the provisions of this Schedule shall prevail and govern."

In the second paragraph of the SAP Standard Support Schedule and the SAP Enterprise Support Schedule "for all software licensed by Licensee under the Agreement" will be replaced by "for all Supported Software (as defined in the Agreement)".

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

Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures.

Accepted By: 
Rashtreeya Sikshana Samithi Trust
Hon. Joint Secretary
(End User)
Rashtreeya Sikshana Samithi Trust
II Block, Jayanagar, Bangalore - 560 011

Name: D. P. Nagaraj
Title: Hon. Jt. Secretary
Date: 25/10/2017


Name: Rahul Baheti
Title: Chief of Staff, MD Office
Date: 25th OCT, 2017



SCHEDULE 1 – SUPPORTED SOFTWARE

Software Licensed					
Product	TPP	SAV	License Metric	Blocks of (units)	License Quantity
SAP Payroll Processing		X	Employees	500	4
SAP Educational Services for HER		X	Students	1	17,000
SAP Business Planning and Consolidation, version for SAP NetWeaver, professional edition		X	Users	1	15
SAP Process Orchestration, Edge edition, standard option		X	Cores	1	1
SAP HANA, Runtime edition for Applications & SAP BW - New/Subsequent			HSAP	1	1
SAP S/4HANA Enterprise Management for Professional use			Users	1	75
SAP S/4HANA, Developer access			Users	1	1
SAP Business Planning and Consolidation, add-on for S/4HANA			Users	1	15
SAP BusinessObjects Enterprise, professional edition (user)			Users	1	10

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.

