

SAP Crystal Reports, upgrade version

SAP Crystal Reports, upgrade version Terms & Conditions

By clicking "Accept" or "Agree," you agree to all of the terms and conditions stated in this Order Form. If you do not agree to these terms, do not click "Accept" or "Agree." By clicking "Accept" or "Agree" you hereby represent and warrant that you have been given the power of attorney by your employer to carry out this transaction and conclude the respective contracts with SAP on behalf of your employer. If you do not have the appropriate power of attorney, we kindly ask you to not continue with this transaction.

This Agreement is a legally binding agreement ("Agreement") for SAP software licenses and support between Licensee and the SAP company in the country in which Licensee is located and from whom Licensee is licensing the software products displayed in the Purchase Review and Order Confirmation ("SAP"), and is governed by the terms and conditions of the SAP Software General Terms and Conditions ("GTC"); and all Schedules referenced by the GTC and/or Agreement ("Schedules"); and the applicable Software Use Rights document ("Use Terms") all as current at the time of execution of this Agreement and copies of which are found at www.sap.com/company/legal/index.epx and made a part hereof.

All components are integral to this agreement, including without limitation terms and conditions relating to license grant, intellectual property rights, disclaimers / exclusions / limitations of warranty, indemnity and liability, governing law and limitation periods. All components collectively are referred to herein as the "Agreement." Licensee acknowledges it has had the opportunity to review the Agreement, including without limitation the Existing Agreement or the GTC, Schedules, Use Terms and terms and conditions mentioned above, prior to executing this Agreement. SAP recommends Licensee prints copies of the applicable GTC, Schedules and Use Terms for Licensee's own records.

1. LICENSED SOFTWARE AND FEES:

The software products licensed to Licensee pursuant to this Agreement and associated fees consists of the component(s) identified in the purchase review displayed on the SAP Store for Mobile ("Purchase Review") as well as in the corresponding order confirmation mail Licensee receives from the SAP Store for Mobile ("Order Confirmation").

2. SAP SUPPORT SERVICES AND FEES:

Please Note: this section only applies to SAP Crystal Server (1 NUL and 5 CAL) and does not apply to any of the SAP Crystal Reports version. There are no support fees for SAP Crystal Reports product line.

SAP and Licensee agree that Licensee also has purchased SAP Support offered by SAP for the Software licensed under this Agreement as set forth in the Purchase Review and the Order Confirmation. SAP and Licensee agree that SAP Support is

offered by SAP as set forth in the applicable SAP Support Schedule found at www.sap.com/company/legal/index.epx

SAP Support shall commence as of the first day of the month following the Acceptance by Licensee of this Agreement. The initial term of SAP Support is the remainder of the current calendar year and the next full calendar year (except in cases of Effective Date commencing on January 1 of a respective calendar year, in which case the initial term will run until December 31st of the respective calendar year) ("Initial Term"). After the Initial Term and subject to the Agreement and SAP Support Schedule, SAP Support shall renew at the beginning of each calendar year for the subsequent one year period. SAP Support Fees shall be paid annually in advance and shall be as specified in the Purchase Review and Order Confirmation. After the Initial Term, any limitations on increases to the SAP Support Fees are subject to Licensee's compliance with the Customer COE requirements specified in the applicable SAP Support Schedule.

Not raising fees in any given year or years is not a waiver of SAP's right to do so. SAP Support Fees are invoiced on an annual basis effective January 1 of a calendar year. Any SAP Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect. SAP Support Fees will increase as additional software is licensed.

SAP Solution Manager Enterprise Edition is available to all SAP Support customers to the extent stated in the applicable SAP Support schedule, but does currently interface only with selected SAP BusinessObjects portfolio products. Customers of SAP Support will be required to install Solution Manager and utilize its capabilities (at a minimum, remote support component in the case of licensees using only SAP BusinessObjects portfolio products) in the event at least one licensed SAP BusinessObjects portfolio product is supported by SAP Solution Manager Enterprise Edition.

Depending on the level of SAP Support Licensee purchased as set forth in the Purchase Review and the Order Confirmation, the following terms (A, B or C) apply accordingly:

A. Standard Support

The SAP Standard Support Fee for the Software licensed under this Agreement is priced at the then current annual SAP Standard Support Factor in effect (currently 19%) multiplied by the total License Fee for the licensed Software stated in the Purchase Review and the Order Confirmation. SAP agrees that the SAP Standard Support Factor shall remain at 19% for the Initial term and the first renewal period. After the Initial Term and first renewal period, SAP reserves the right to increase Licensee's SAP Standard Support Fee hereunder without additional notice. If Licensee have an existing, valid support agreement with SAP, any increase will be according to the terms and conditions of that support agreement.

B. Enterprise Support

The SAP Enterprise Support Fee for the Software licensed under this Agreement is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) multiplied by the total License Fee for the licensed Software stated in in the

Purchase Review and Order Confirmation. SAP agrees that the SAP Enterprise Support Factor shall remain at 22% until December 31, 2022. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee.

C. PSLE Support

The SAP PSLE Fee for the Software licensed under this Agreement is priced at the then current annual SAP PSLE Factor in effect (currently 17%) multiplied by the total License Fee for the licensed Software stated in in the Purchase Review and the Order Confirmation. Subject to Licensee continually meeting the threshold requirements for SAP PSLE, SAP agrees that the SAP PSLE Factor shall remain at 17% for the Initial Term and the first renewal period. Thereafter, the SAP PSLE Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee.

SAP and Licensee agree that Licensee also has purchased SAP Support offered by SAP for the Software licensed under this Agreement as set forth in the Purchase Review and the Order Confirmation. SAP and Licensee agree that SAP Support is offered by SAP as set forth in the applicable SAP Support Schedule found at www.sap.com/company/legal/index.epx.

3. DELIVERY:

No Software is delivered where the Licensee is licensing only additional quantities of Software licensed previously. If Software was not licensed previously, SAP will deliver the Software by providing to Licensee the standard programs and documentation, effected by supplying them on disc or other data media to common carrier, with delivery address as stated in the Purchase Review and Order Confirmation (physical shipment) or making it available for download through the SAP Service Marketplace (<https://support.sap.com/swdc>) (electronic delivery). Risk of loss passes at the time of such physical shipment or electronic delivery.

Notwithstanding the foregoing, for purchases in the United States, SAP will deliver the Software only by making it available for download through the SAP Service Marketplace (<https://support.sap.com/swdc>) (electronic delivery). Licensee confirms that it has access to SAP Service Marketplace as required to download the Software licensed under this Agreement.

Unless otherwise agreed, SAP will deliver the release of Software that is current at the time of the effective date of this Order Form. Licensee agrees and understands that the calculation of sales tax in accordance with applicable jurisdictional sales tax laws, which shall be the responsibility of Licensee, may be affected by the delivery method of the Software (and corresponding SAP Support) as addressed herein. SAP is not responsible for delays in or prevention of delivery due to application of applicable export laws.