

MINIMUM REQUIRED LICENSE TERMS

NOTE: The terms and conditions set forth in this Exhibit are incorporated into, and form part of, the Government Reseller Agreement VAR, which taken together with its other Exhibits, shall constitute the Agreement between SAP and the RESELLER. References to an "Article" or "Section" in this Exhibit shall refer to the articles and sections in this Exhibit unless the context otherwise requires. Capitalized terms not defined in this Exhibit shall have the meaning ascribed to them in Exhibit 3 (SAP Government Reseller General Terms & Conditions).

The following terms are required to be included in all of Reseller's End User license agreement applicable to Reseller's sublicensing of Software under the Agreement, and shall govern all End User orders sublicensed thereunder. All Reseller licenses of the Software shall be consistent in all respects with the Minimum Required License Terms set forth herein. Reseller shall administer all orders placed under its relevant End User agreements for SAP Software with End User customers to assure such consistency and conformity. If RESELLER determines that it is necessary to enter into any licensing agreement with any terms different from those set forth herein, RESELLER shall provide, in writing or via e-mail to SAP, RESELLER's proposed alternative terms and its justification of the necessity of such terms for SAP's written approval prior to submitting such End User agreement including amended Minimum Required License Terms to the prospective End User for final negotiation and execution.

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1.2 "Documentation" means Reseller's and SAP's documentation which is delivered to Licensee under this Agreement.

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1.8 "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

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3. VERIFICATION. Reseller shall be permitted to audit (at least once annually and in accordance with Reseller standard procedures) the usage of the Reseller Proprietary Information. In the event an audit reveals that Licensee underpaid License and/or Maintenance Fees to Reseller, Licensee shall pay such underpaid fees based on Reseller's list of prices and conditions in effect at the time of the audit.

4. TERM.

4.1. Term. This Agreement and the license granted hereunder shall become effective as of the date first set forth above and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives Reseller written notice of Licensee's desire to terminate this Agreement, for any reason, but only after payment of all License and Maintenance Fees then due and owing; (ii) thirty days after Reseller gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6 or 10, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder, unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

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