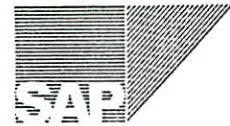


02-80



AUG 26 1999



UNIVERSITY ALLIANCE AGREEMENT

SAP AMERICA - Indiana University of Pennsylvania  
University

This University Alliance Agreement (the "Agreement"), made this 24 day of August, 1999, is by and between Indiana University of Pennsylvania ("University"), a university/college/department located at Indiana, PA and SAP America Inc., ("SAP"), a Delaware corporation located at 3999 West Chester Pike, Newtown Square, PA 19073.

RECITALS

- A. WHEREAS University and SAP desire to work together in connection with the SAP University Alliance Program, with the goal of furthering the understanding, use and implementation of SAP's R/3 Software;
- B. WHEREAS SAP desires to enhance its capabilities to expose students to R/3 Products and to increase generic understanding of R/3 products through the use of University's graduate and undergraduate academic programs; and
- C. WHEREAS University and SAP desire to formalize an alliance relationship by entering into this Agreement to undertake certain cooperative efforts for SAP R/3 Products within the SAP University Alliance Program.
- D. NOW, THEREFORE, in reliance upon the foregoing recitals, intending to be legally bound, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, University and SAP agree as follows:

1. **Definitions**

As used in this Agreement:

- a) The SAP University Alliance Program (the "University Alliance Program") means the business relationship set forth in this Agreement and any Appendices to this Agreement.
- b) Software. Software shall mean all SAP R/3 Software, in whole or in part, licensed by SAP in any release, version or correction level and including all improvements, modifications, and extensions thereto, whether in human or machine readable form. Software shall also include SAP's training database.
- c) Documentation. Documentation shall mean all human and machine readable materials and copies of SAP manuals, program listings, flow charts, logic diagrams, input and output forms, data models, specifications, instructions and course materials relating to the Software made available to University under this Agreement, or, generally, to SAP end-user licensees.
- d) R/3 Products. R/3 Products shall mean the Software, Documentation and related materials.
- e) Program Concepts. The concepts, techniques, ideas, and know-how embodied and expressed in any computer programs or modules included in the Software, including the structure, sequence, and organization of such programs or modules.
- f) Proprietary Information. Proprietary Information shall include information concerning University and its internal processes, policies, business strategies and plans which are not in the public domain, and SAP's R/3 Products, Program Concepts, SAP's Training/course Materials, literature, and related SAP materials, technical evaluations and benchmarks, information concerning SAP's customers, their respective products, businesses, techniques, designs, formulations, systems, programs, processes, policies, business strategies and plans and all other information which are not in the public domain, which is disclosed by either party to the other party either in writing and marked bearing a legend such as "confidential" or "proprietary" or "for internal use only" or orally when contemporaneously described as such.

- g) Standard Courses. Standard Courses shall mean the formal standard degreed graduate or undergraduate credit bearing programs offered through University's College/School/Department of Business. Offering non-credit programs, which include training in the R/3 software, is not permitted.
- h) Users. R/3 Users shall mean employees of entities which have executed SAP's End-User Software License ("Licensees").
- i) Territory. Territory shall mean University's campus locations.
- i) Training Materials. Training Materials shall mean the R/3 training database and the course materials provided by SAP pursuant to this Agreement.

## 2. Authorization and Commitment of Resources

- a) SAP hereby authorizes University to utilize R/3 Products as part of Standard Courses taught by the University in the Territory under the terms of this Agreement and any Appendices hereto. This authorization does not include the right for University to provide any form of consulting with respect to the operation or maintenance of the R/3 Products or to provide physical installation of the R/3 Products. This authorization is non-transferable.
- b) As a member of the SAP University Alliance Program, University shall be entitled to display SAP's logo, upon SAP's prior written consent, for the purposes of the Agreement.
- c) 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 University hereby consents to SAP's inclusion of University's name and logo in SAP's University Alliance Program participant listings which may be published as part of SAP's marketing efforts
- d) SAP in its sole discretion shall have the right to limit the Territory, the R/3 Products, and the type of R/3 Users to be covered by this Agreement, as SAP deems advisable in its sole discretion following ninety (90) days' notice and consultation with University. SAP may authorize other parties to offer services as related to the R/3 Products, as it deems advisable in its sole discretion.
- e) Standard courses to be provided by either party to its clients and customers are to be contracted for separately by each party, independently of each other, unless otherwise expressly agreed upon in writing between SAP and University for that specific engagement. Each party shall be solely liable to its customers, clients and students, as the case may be, for its own services. University acknowledges and agrees that it will not be paid any commission, finder's fee, agency fee or similar amount by SAP as a result of the activities contemplated by this Agreement.

## 3. Responsibilities of SAP

- a) Pursuant to the terms of Exhibit A hereto, SAP grants University a Non-Productive license to use the Software. Should University desire to license all or any part of the Software for productive use in the operation of its own internal university facilities, SAP will license it to University under the terms of SAP's standard end-user license agreement and at SAP's standard license fees then in effect.
- b) With regard to training for the Software, SAP shall:
  - (i) provide access to University, on a space available basis after Licensee demand is satisfied, for a maximum of 20 of its designated University employees participating in the SAP University Alliance Program to customer training courses generally offered by SAP in the Training Center on the following conditions: (i) such courses are attended prior to December, 2000 and (ii) the maximum training authorized by this subsection shall be a total of 75 person-training days. Such training courses to be free of charge for such designated personnel, except that University shall be solely responsible for all related travel and living expenses;
  - (ii) provide to each University employee who attends such training courses specified above one (1) copy of the instructor's manual and instructor's CD-ROM;

- (iii) provide, at the cost set forth in Appendix 1, one (1) copy of the Software and new releases and versions as they become commercially available pursuant to the terms of the Demonstration and Training License attached as Exhibit A;
  - (iv) subject to confidentiality constraints, notify University of forthcoming R/3 Product updates, customer demands and trends which may impact upon the performance of its obligations thereunder;
  - (v) provide for installation and support services for the Software as set forth in Exhibit B; any additional technical support thereafter shall be at SAP's then current rates in effect.
- c) SAP shall otherwise inform and instruct University as to R/3 Products and provide guidance, as SAP deems necessary in its sole judgment, for University to carry out its responsibilities under this Agreement.

#### 4. Responsibilities of University

University agrees that it shall:

- a) ensure that the University will acquire and maintain a comprehensive and fundamental knowledge of the R/3 Products, that its instructors possess relevant business and industry experience, and are technically qualified and sufficiently trained in R/3 Products, including ongoing training. University agrees to send a minimum of one technical person for training in two SAP courses: (1) R/3 Basis Technology and (2) Technical Core Competence - Windows NT/Oracle or Technical Core Competence UNIX/Oracle.
- b) use its best efforts to develop and promote the use of R/3 Products in Standard Program Courses as part of its core curriculum in accordance with University's Plan for Action attached as Exhibit C;
- c) If staff or instructors leave University, it will be University's responsibility to train or hire new qualified staff or instructors at its expense. Should SAP upgrade the Software so that SAP issues a new major Release, University shall be authorized to designate one (1) instructor per SAP functional module (as defined in Appendix 1) to attend up to two (2) SAP courses, at no additional charge to University, for the purpose of maintaining a comprehensive and fundamental knowledge of the R/3 Products.
- d) continually improve its training of all personnel as offered in Section 3 who are or will be acting under this Agreement;
- e) upon invitation by SAP, to make a reasonable effort to participate in SAP sponsored events;
- f) fulfill all necessary requirements for hardware, instructional aids (including video recorders, monitors and overheads), laboratory facilities, and equipment;
- g) at all times maintain in good working order all such hardware, instructional aids, facilities and equipment, including the Software licensed under this Agreement;
- h) dedicate a managing professor with an adequate support structure to act as the central focal point to coordinate activities with SAP and designate a contact person within the support group to be available to SAP who is authorized to act on behalf of University within the scope of this Agreement;
- i) review, implement and incorporate updated information, customer demands and trends provided by SAP under subsection 3(b)(iv) hereof;
- j) meet with designated SAP personnel as deemed necessary by SAP during the term of this Agreement, to review the implementation of this Agreement, the training and/or performance level of University; its facilities and equipment and respond in writing within fifteen (15) days after receipt of the written concerns and corrective action plan submitted by SAP for resolving outstanding issues; and
- k) submit payment and summary of courses conducted, per the terms and conditions stated in the attached document.

#### 5. General Representations and Warranties

Each party hereby represents and warrants to the other that:

- a) it has the right and power to enter into this Agreement;

- b) entering into this Agreement does not violate the terms and conditions of any other educational alliance agreement, or any other legal obligations
- c) the information which it may disclose to the other party, and the process of disclosure and use of such information in accordance with the provisions of this Agreement, will not violate any trade secret right, trademark, issued United States patent, copyright or other proprietary right of any third party;
- d) it (or SAP AG, in the case of SAP) holds good title or right, free and clear of all liens and encumbrances, to the products and services which it is providing under this Agreement
- e) the products and services being provided under this Agreement do not infringe any United States copyright, trademark, issued patent, trade secret or other proprietary right of any third party; and
- f) EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY TO THE OTHER PARTY, EITHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING BY COURSE OF CONDUCT OR PERFORMANCE, CUSTOM OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 6. Term and Termination

- a) This Agreement shall have an initial term expiring on December 31, 2000 with an automatic renewal for two subsequent (2) year periods unless, at least ninety (90) days prior to a given scheduled expiration date, either party gives written notice of its intention not to renew this Agreement.
- b) Notwithstanding the above, either party may terminate this Agreement:
  - i. In accordance with the provisions of Section 6 (a) at the end of a term;
  - ii. Upon thirty (30) days prior written notice in the event of material breach of a material provision of this Agreement by the other party, except that the party in breach shall have the right, during that thirty (30)-day period, to cure the claimed breach or default;
  - iii. Immediately and without prior written notice if there is a breach of the confidentiality provisions as specified in Section 9 below.
  - v. Upon a determination by SAP that University is making misleading or untrue representations regarding SAP or its products.
- d) Upon any termination of this Agreement:
  - i. each party shall promptly return to the other party or dispose of as mutually agreed all advertising materials and other properties, including all confidential materials, furnished to it by the other party pursuant to this Agreement and so certify in writing;
  - ii. University shall promptly return R/3 Products and related materials and all copies thereof to SAP, or as the case may be, delete all R/3 Products from University hardware, including binary or other resulting files (if any), and erase all R/3 Products from any storage media before discarding such, and so certify in writing;
  - iii. University shall not hold itself out as a participant in the SAP University Alliance Program; and
  - iv. both parties shall cease acting in a manner that would suggest any continuing relationship between the parties regarding the Software, and shall cease all display and advertising contemplated under this Agreement.
- e) The following provisions of this Agreement shall in all events survive its termination: Section 5 (General Representations); 6 (Term and Termination); 7 (Relationship of Parties); 8 (Intellectual Property Rights); 9 (Confidentiality); and 10 (General Provisions).
- f) In the event of any termination, the parties agree that the reason(s) for such termination shall be considered confidential, although the fact of any such termination shall not be considered confidential.

## 7. Relationship of Parties

- a) University and SAP are independent contractors acting for their own account, and neither party or its employees are authorized to make any representation otherwise or any commitment on the other party's behalf unless previously authorized by such party in writing. Neither party is responsible to any User for the quality of services or products provided by the other party. Each party is solely responsible for establishing the prices for its own products and services.
- b) Neither party is a distributor or agent for the products or services of the other. Each party's products and services shall be available to a prospective client only through separate agreement between that party and the client. Each party shall independently develop and price its respective products and services offered between such party and a student and/or client.
- c) It is understood and agreed upon by the parties hereto, that during the term of this Agreement, nothing contained in this Agreement shall expressly or by implication create a legal partnership or joint venture, or any responsibility by one party for the actions of the other.

## 8. Intellectual Property Rights

- a) The name "SAP University Alliance Program" or variant thereof shall be used by University only pursuant to the terms of this Agreement and upon any termination of this Agreement, University may not use the name in conjunction with its institutional names. SAP shall have the right to use the name "SAP University Alliance Program" or variant thereof with any other parties who choose to participate in the SAP University Alliance Program or in any other manner as determined by SAP.
- b) Nothing in this Agreement grants to either party the right to use or display any other names, trademarks, trade names, logos or service marks of the other party other than those authorized in Section 2 hereof, except to identify the products and associated services and deliverables of the other party to the extent obligations are undertaken pursuant to this Agreement. Each party agrees to submit to the other party for written prepublication approval, any materials which may use or display any name, trademark, trade name, logo or service mark of the other party, including, but not limited to, course syllabi, press releases, academic presentations and publications in academic media. Notwithstanding the foregoing, nothing contained in this Agreement shall affect either party's rights and obligations to use any trademarks, service marks or proprietary words or symbols of the other party to properly identify the goods or services of such other party to the extent otherwise permitted by applicable law or by written agreement between the parties. Neither party shall use, employ or attempt to register any trade name, trademark or logo which is confusingly similar to that of the other party
- c) University herein acknowledges that title to all intellectual property rights, including patent, copyright, trademark, and trade secret rights in R/3 Products, including any modifications, enhancements, versions, releases, or correction levels thereto, program concepts including literal or nonliteral structure, sequence and organization, Training Materials and literature, and other SAP related materials shall remain exclusively with SAP AG, Walldorf, Germany, or SAP as the case may be, and that by virtue of this Agreement, no such rights have been transferred, licensed, granted, assigned or acquired by University from SAP AG or SAP.
- d) University acknowledges that the Training Materials provided by SAP hereunder are deemed to be SAP Proprietary Information and subject to the provisions of Section 9 thereof. University further acknowledges that title to all intellectual property rights in the Training Materials shall remain with SAP. University agrees not to disclose, transfer, or otherwise make available the Training Materials to any third parties except to students registered for Standard Courses, as necessary in the course of training as provided for hereunder, without the prior written consent of SAP.
- e) Notwithstanding Paragraph 8(d) hereof, University shall have title to all intellectual property rights in any unique training or educational materials it has developed through its own efforts utilizing SAP Proprietary Information ("University Materials"), except that any SAP Proprietary Information utilized in the course of such development or contained within the University Materials will remain the exclusive property of SAP.

To the extent that University Materials utilize any SAP Proprietary Information, in no event will University use such University Materials except in connection with providing Standard Courses as contemplated by this Agreement. In the event this Agreement is terminated for any reason, at the request of SAP, to the extent that University Materials utilize any SAP Proprietary Information, University shall destroy SAP Proprietary Information contained in the University Materials and will refrain from recreating such University Materials for use in education and training. In no event shall SAP have any rights in or receive possession of the University Materials. SAP acknowledges that the University Materials shall be deemed to be University Proprietary Information and subject to the provisions of Section 9 thereof, except as otherwise provided herein.

- f) University shall include on any Training Materials copies of any patent, copyright, trademark, service mark and trade secret notices in the same form and location as appearing on the work from which the copies are made.

## 9. Confidentiality

- a) Each party acknowledges that, during the term of this Agreement, it will receive Proprietary Information from the other party. Neither party shall disclose, provide or otherwise make available to any third party any Proprietary Information of the other party and shall utilize such Proprietary Information on an internal organization need-to-know basis only to the extent necessary to effect the provisions and purposes of, and as expressly contemplated under the terms of, this Agreement and for no other purpose. University agrees to refrain from disclosing or allowing access to the R/3 source code to any third party.
- b) Each party agrees that it will protect the Proprietary Information of the other party through the exercise of no less protection and care than it customarily uses in safeguarding its own confidential and proprietary information which it desires to retain in confidence, but always at least a reasonable degree of care. Disclosure of the other party's Proprietary Information to employees shall only be made on a need-to-know basis. Further, each party shall take reasonable steps to advise their employees of the confidential nature of Proprietary Information, to ensure by agreement or otherwise that such employees are prohibited from copying, revealing or using such Proprietary Information except to the extent required to carry out the parties' obligations under this Agreement, and to require that Proprietary Information be kept in a secure location. Each party will promptly notify the other if it believes that Proprietary Information has lost its status as such.
- c) The foregoing shall not prohibit or limit a party's use of information, including but not limited to ideas, concepts, know how, techniques and methodologies, which: (i) is or becomes publicly available through no act of failure to act of the receiving party; (ii) is rightfully obtained by the receiving party without restriction; or (iii) is rightfully already known to or is independently developed by the receiving party prior to disclosure.
- d) Notwithstanding the foregoing, each party hereto understands that they may become familiar with each other's services and that University may become familiar with SAP's R/3 Products, specifically its proprietary software. Accordingly, University agrees, with respect to the R/3 Products (including all program concepts therein), not to copy, translate, disassemble or decompile, nor create or attempt to recreate by reverse software engineering or otherwise the source code from the object code, or to use such items to create derivative works, unless so authorized in advance, in writing, by SAP. In addition, except exclusively for the purpose of providing Standard Courses, University shall not copy or otherwise distribute in any manner whatsoever any of SAP's Training Materials, literature or other SAP related documentation. All updates, replacements, revisions, enhancements, additions, or conversions to any of SAP items specified above shall be subject to the provisions as stated herein.

## 10. General Provisions

- a) Non-solicitation. During the term of this Agreement and for one (1) year after its termination, SAP and University agree that neither shall directly or indirectly solicit for employment any staff of the other party who have been directly and substantively involved in performance under this Agreement.

- b) Notices. All notices required to be given under this Agreement shall be sent by certified mail to:

SAP America

Attention: Program Manager

University

Attention: Director



- c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws in force in the Commonwealth of Pennsylvania without reference to its choice of law rules. To the extent that the parties are permitted under this Agreement to seek judicial remedies, each party hereby consents to the jurisdiction of the federal and state courts within the State of Pennsylvania to resolve any and all such matters.
- d) Entire Agreement. This Agreement and any Appendices hereto constitute the entire agreement between the parties with respect to the matters set forth herein. All prior agreements, oral or otherwise, between the parties and relating to the subject matter contained herein, are hereby superseded.
- e) Amendments. This Agreement may not be modified except by a writing signed by both parties.
- f) Severability. If any of the provisions of this Agreement are held invalid, such provisions shall be deemed severed and the remaining provisions shall remain in full force and effect.
- g) Non-assignment. University may not assign, transfer or delegate all or any of University's rights or obligations under this Agreement without the prior consent of SAP; notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, as well as their respective permitted successors and assigns.
- h) Waiver. Failure of any party to enforce, in any one or more instances, any of the terms or conditions of this Agreement shall not be construed as a waiver of the future performance of any such terms or conditions.
- i) Limitation of Liability.
- i. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO UNIVERSITY OR THIRD PARTIES FOR ANY LOSS OF BUSINESS, LOSS OF GOODWILL OR PROFITS, LOSS OF DATA, WORK STOPPAGE, THIRD PARTY CLAIMS OR COMPUTER FAILURE OR MALFUNCTION, AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SAP HAS BEEN APPRISED OF THE POSSIBILITY THEREOF; and
  - ii. In no event shall the liability of SAP under this Agreement, for any reason whatsoever, whether in contract, tort or statute (including, without limitation, negligence), or otherwise, exceed the license fees paid hereunder; provided, however, that this limitation shall not apply to claims for personal injury caused by SAP's gross negligence or willful misconduct.
- j) No Endorsement. Execution of this Agreement does not, and shall not be construed to be, an endorsement by either party of the products or services of the other party.
- k) Press Releases and Publicity. Any news release, public announcement, advertisement, or publicity proposed to be released by either party concerning the SAP University Alliance Program or any matters arising under this Agreement shall be subject to the approval of the designated representatives of both parties, except as required by law.
- l) Force Majeure. If either party is prevented from performing any portion of this Agreement by causes beyond its reasonable control, including but not limited to labor disputes, civil commotion, governmental regulations or controls, casualty, complete inability to obtain materials or services, or acts of God, such defaulting party shall be excused from performance for the period of the delay and for a reasonable time thereafter.

IN WITNESS WHEREOF and intending to be legally bound, the parties have caused this Agreement to be signed by their authorized representatives as of the date shown above.

Accepted by:

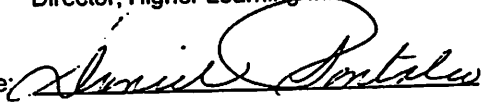
SAP America Inc.

Accepted by:

Indiana University of Pennsylvania/Eberly College  
University/College/Department of Business

By: Daniel Pantaleo

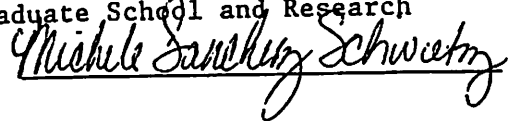
Title: Director, Higher Learning Initiatives

Signature: 

Date: 9/15/99

By: Michele Sanchez Schwietz

Title: Interim Associate Dean for Research  
Graduate School and Research

Signature: 

Date: 8/24/99



Exhibit A

SAP AMERICA, INC.-Indiana University of Pennsylvania  
UNIVERSITY

UNIVERSITY ALLIANCE AGREEMENT  
R/3 SOFTWARE DEMONSTRATION AND TRAINING LICENSE ("AGREEMENT")

THIS Agreement is effective this 24 day of August, 1999.

WHEREAS, SAP America, Inc., a Delaware corporation with offices at 3999 West Chester Pike, Newtown Square, PA 19073 ("SAP") owns rights in the United States to certain software for operation and management of businesses;

WHEREAS, Indiana University of Pennsylvania ("University"), a university located at Indiana, PA desires a license for trial and demonstration purposes only; and

WHEREAS, SAP desires to grant to University, and University desires to license from SAP, such software upon the terms and conditions hereinafter set forth;

IT IS THEREFORE AGREED AS FOLLOWS:

1. DEFINITIONS.

1.1. Software. Means: (i) all R/3 software components specified in agreed upon Appendices hereto, in machine- or human-readable form, developed by or licensed to SAP AG and delivered to University hereunder; (ii) any Releases, Versions, or Correction Levels of the Software as contemplated by this Agreement; and (iii) any complete or partial copies or replacements of any of the foregoing.

1.2. Named Users. Means that number of individuals who by password allocation are authorized to log on to the Software and execute Software transactions. Named Users may also be referred to as "Operational Users".

1.3. Documentation. Means SAP's standard documentation, in human- or machine-readable format, in any medium, which is delivered to University under this Agreement, including SAP's standard manuals, program listings, data models, flow charts, logic diagrams, input and output forms, functional specifications, instructions, and complete or partial copies of the foregoing.

1.4. Territory. Territory shall mean the United States of America.

1.5. Designated Unit(s). Designated Unit(s) means each individual computer located at a Designated Site in which the Software and Third-Party Database are installed. Each Designated Unit must be approved by SAP as compatible with the Software and must be identified as specified in Appendices hereto.

1.6. Designated Site(s). Designated Site(s) means the location(s) controlled by University and listed in Appendices to this Agreement.

1.7. Proprietary Information. Proprietary Information means: (i) with respect to SAP, the Software and Documentation and any complete or partial copies thereof, the Program Concepts, SAP licensors' Third-Party Database, any other third-party software licensed with or as part of the Software, benchmark results, and any other information identified as confidential and proprietary information of SAP, SAP AG, or their licensors ("SAP Proprietary Information"); and (ii) with respect to University, information identified as the confidential and proprietary information of University ("University Proprietary Information"), provided that, any part of the SAP or University Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right, shall be excluded.

1.8. Program Concepts. Program Concepts are the techniques and ideas embodied and expressed in the Software, including the structure, sequence, and organization of the Software.

1.9. Modification. A Modification is a change in the Software in which there is a change in the source code.

1.10. Extension. An Extension is an addition to the Software which does not require a Modification of the Software.

- 1.11. Non-productive Use. Non-productive Use is the use of the Software for demonstration or testing purposes.
- 1.12. Productive Use. Productive Use means the use of the Software in the operation of University's business.
- 1.13. Third-Party Database. Third -Party Database means a third-party proprietary database described in Section 2.6.

## 2. LICENSE GRANT.

2.1 Scope of License. Subject to the terms and conditions and the accuracy of University's representations hereinafter set forth, SAP grants to University a non-exclusive, non-transferable license to Use the Software, Documentation and Third Party Database specified in Appendices hereto or portions thereof within the Territory solely for non-productive training and demonstration purposes as contemplated by this Agreement. No additional copies of the Software or any part thereof may be made by University without the express written consent of SAP.

2.2 Restrictions on Use. University agrees to use the Software, Documentation and Third Party Database or other R/3. Confidential Information provided hereunder solely for trial and demonstration purposes in furtherance of this Agreement. University will not use the Software, Documentation, Third Party Database or other SAP Proprietary Information in connection with running its own business or the business of any firm, person or organization. Subject to the provisions of this Section 2.2, University shall use the Software exclusively on the Designated Unit(s) identified in Appendices hereto. However, University may remotely access the Software from another location controlled by the University and located in the Territory, subject in all cases to the terms and conditions contained herein. During normal business hours and any time during which University is using the Software or Third Party Database, SAP or its authorized representative, upon reasonable advance notice, may audit and inspect the Software and Third Party Database then in use for the purpose of determining that the provisions of this Agreement are being complied with by University.

2.3 Trial Period. University is provided the right under this Agreement to only trial and demonstrate the Software and Third Party Database for the period effective this date through the term of the University Alliance Agreement or additional period as agreed upon by the parties hereto in writing (hereinafter the "Trial Period"). Upon termination of the Trial Period, University shall perform its duties as specified in Section 6.3 herein.

2.4 Source Code. In the event source code is provided to University hereunder, SAP, in its sole discretion, reserves the right to delete, or to require the deletion of, such source code and all copies thereof from University's Designated Unit(s) and the return of all source code on non-magnetic media. Source code shall not be shown to any person not an employee of University.

2.5 Audit. During normal business hours and at any time during which the Software, Documentation, third-Party Database, and other SAP Proprietary Information are being utilized, SAP or its authorized representative or licensors, shall have the right, upon reasonable advance notice, to audit and inspect University's utilization of such items, in order to verify compliance with the terms of this Agreement.

2.6. Runtime License for Application Database. The Software requires a Third-Party Database which may be licensed as an SAP R/3 component (the "Runtime License") or directly as a full license ("Full License") from a third-party database licensor approved by SAP. The Third-Party Database is valid for six months from date of delivery. The University shall certify in an Appendix to this Agreement either that it will use and maintain the Runtime License from SAP or that it has obtained and will maintain a Full License from such a licensor. This Agreement shall terminate automatically if, for any reason: (i) University fails to obtain or maintain a Runtime License or Full License; or (ii) University's Runtime License or Full License terminates prior to the termination of this Agreement. SAP makes no representations or warranties as to the Third-Party Database or its operation.

## 3. DELIVERY

3.1. Delivered Copy. One copy of the Software shall be delivered in machine readable format and one (1) copy of the Documentation in CD ROM format.

3.2 Installation. University shall be responsible for installation of the Software. At University's request, and on terms to be agreed upon, SAP will install the Software. It is University's responsibility, in coordination with SAP, to configure and install required disk storage systems and network software prior to installation.

4. PRICE AND PAYMENT.

- 4.1 Support Fee. The Support Fee for the Software licensed hereunder is set forth in Appendices hereto.
- 4.2 Additional Fees. Any fees and charges set forth in this Agreement, in any Appendices to this Agreement, and in SAP's current List of Prices do not include federal, state, or local sales, use, excise, or other taxes now or hereafter levied. The University will pay any taxes lawfully imposed upon it. (If the University is claiming tax exempt status, a copy of the tax-exempt certificate and ID number must be included with this agreement).

5. TERM AND TERMINATION.

5.1 Term of License. This Agreement shall become effective upon execution and shall remain in effect for the Trial Period unless sooner terminated in writing by SAP. SAP may terminate this Agreement upon prior written notice upon the earlier of: the material breach of any provision of this Agreement by University, or upon any attempt by University to assign, delegate, sublicense or otherwise transfer this Agreement. This Agreement shall terminate upon the expiration of the Trial Period as set forth in Clause 2.3 above, unless sooner terminated by the parties hereto in writing.

5.1 Effect of Termination. Upon termination of this License:

- (i) University's obligations under Sections 6, 8.4, 9, 12 and 13.6 shall survive the termination;
- (ii) University's rights under Section 2 (License Grant) shall immediately cease; and
- (iii) University shall perform its obligations under Section 6.3.

Each party's right to terminate as expressed in this Agreement shall be in addition to any other rights provided by law.

6. PROPRIETARY RIGHTS.

6.1 SAP Proprietary Information.

(a) University acknowledges and shall cause its authorized Affiliates to acknowledge that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the SAP Proprietary Information are and shall remain in SAP and SAP AG and their respective licensors. University acquires only the right to use the SAP Proprietary Information under the terms and conditions of this Agreement and does not acquire any ownership rights or title in or to the SAP Proprietary Information and that of their respective licensors.

(b) University shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software licensed hereunder or use it to create a derivative work, unless authorized in writing by SAP. In the event source code is provided to University, SAP, in its sole discretion, reserves the right to delete, or to require the deletion of, such source code and all copies thereof from University's Designated Unit(s), Application Server(s), computer terminals or workstations, and data files whenever a future Release, Version, or Correction Level provides for like functionality in an object code format. Other than as specified herein, any tools licensed with or included in the Software may not be copied, in whole or in part, without the express written consent of SAP.

(c) University shall not remove any proprietary, copyright, trademark, or service mark legend from the Software, Documentation, Third-Party Database, or SAP Proprietary Information.

(d) University shall maintain a log of the number and location of all originals and copies of the Software. The inclusion of a copyright notice on any portion of the Software or Documentation shall not cause or be construed to cause it to be a published work.

6.2 Protection of Proprietary Information. In order to protect the rights of SAP and its licensors, and University in their respective Proprietary Information, SAP and University agree as follows:

(a) Neither party shall, without the other party's prior written consent, disclose, provide, or make available any of the Proprietary Information of the other party in any form to any person, except to bona fide employees, officers, directors, or consultants of such party whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any consultant, it will obtain from that consultant a written acknowledgment that such consultant will be bound by the same terms as specified in this Section 6 with respect to the Proprietary Information.

(b) University and SAP acknowledge that any disclosure to third parties of Proprietary Information may cause immediate and irreparable harm to the owner of the disclosed Proprietary Information; therefore, each party agrees to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information.

6.3 Duties Upon Termination. Upon any termination hereunder, University shall immediately cease Use of the Software, Documentation, Third-Party Database, and other SAP Proprietary Information, and shall irretrievably delete and/or remove such items from all Designated Units, Application Servers, computer terminals, workstations, data files, and Designated Sites. Within thirty days after any termination, University shall deliver to SAP at University's expense (adequately packaged and insured for safe delivery) or, at SAP's request, destroy all copies of the SAP Proprietary Information in every form. University further agrees to erase the Software, Documentation, Third-Party Database, and other provided SAP Proprietary Information from any storage media. University agrees an officer of University's organization, with the express authority to make such representation, shall certify in writing to SAP that it has performed the foregoing. Within thirty days after any termination, SAP shall return the University Proprietary Information to University.

6.4 Modifications and Extensions. University may not modify or write extensions to the Software without the prior written authorization of SAP. University expressly agrees that any Modifications and Extensions of the Software developed by SAP, University, their employees, agents or consultants shall become part of the Software and will be the property of SAP AG and that University will not grant, either expressly or by implication, any rights, title, interest or licenses to the Modifications or Extensions to any third party. University shall provide complete source code for all Modifications and Extensions to SAP. University agrees that it will not modify any provided Third Party Software hereunder unless expressly authorized in writing by such Third Party Vendor.

6.5 Other Duties. University shall be exclusively responsible for the supervision, management and control of its use of the Software.

## 7. SUPPORT SERVICES.

7.1 At University's request, and on terms to be agreed upon separately, SAP may agree to provide pre-installation support, installation support training and consulting services for the Software.

## 8. WARRANTY.

8.1 Software. SAP warrants that the Software, when delivered, will be in good working order and will substantially conform to the specifications contained in the Documentation for six (6) months following delivery (The "Warranty Period") when in use without material alteration, on the Designated Unit(s), in accordance with the functional specifications set forth in the Documentation. SAP's warranty is subject to University providing SAP necessary access, including remote access to the Software.

8.2 Software Components. Should any component of the Software fail to conform substantially to the Software specifications during the warranty period SAP's sole obligation shall be to correct the defect by bringing the performance of the Software into substantial compliance with the specifications or replace the component.

8.3 University's Defect Reports. University must specifically identify to SAP the nature of the perceived Software defect which causes the Software not to conform substantially to the functional specifications and specifically describe the conditions under which the perceived defect occurs. On SAP's request, University shall deliver such information in written form. University shall provide SAP with sufficient test time and support on University's Designated Unit(s) to duplicate the problem, to verify that the problem is with the Software, and to confirm that the problem has been corrected.

8.4 Disclaimer. SAP DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY.

9.1 University's Remedies. Subject to the limited warranty set forth in Section 8, University's sole and exclusive remedies for any damages or loss in any way connected with the Software or services furnished by SAP and its licensors, whether due to SAP's negligence or breach of any other duty, shall be, at SAP's option: (i) replacement of the Software or performance of services; or (ii) return or credit of an appropriate portion of any payment made or to be made by University with respect to the applicable portion of the Software or services. The foregoing limitation of liability does not apply to personal injury or death caused solely by the gross negligence or willful misconduct of SAP. With respect to damage to tangible property, SAP and its licensors will not be responsible in any amount in excess of the amount by which such damage is paid by SAP's liability insurance.

9.2 SAP Not Responsible. SAP will not be responsible under this Agreement for: (i) the modification or improvement of the Software to fit the particular requirements of University; or (ii) the correction of any program errors resulting from Modifications or Extensions; or (iii) the correction of any program errors as a result of misuse of the Software by University. Under no condition will SAP be responsible under this Agreement for preparation or conversion of data into the form required for use with the Software.

9.3 Exclusion of Damages. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL SAP AND ITS LICENSORS BE LIABLE TO UNIVERSITY OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

9.4 Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

10. INDEMNIFICATION.

10.1 SAP Representation. SAP represents that SAP AG and its licensors own the Proprietary Information licensed by SAP hereunder, including all intellectual property rights therein, and that SAP has all rights from SAP AG and its licensors necessary to license, in accordance with the terms of this Agreement, such Proprietary Information to University.

10.2 No Representation Regarding Combination Use. SAP makes no representation with respect to the possibility of infringement by Combination Use of the Software. The parties agree that SAP has no duty to investigate nor to warn University of any such possibility. As used herein, "Combination Use" means Use of the Software in combination or conjunction with any of the following, unless such Use is prescribed in the Documentation: (i) any software other than the Software; (ii) any apparatus other than a Designated Unit; and/or (iii) any activities of University not licensed under this Agreement.

10.3 Indemnification of University.

(a) Subject to Section 10.2, SAP shall indemnify University against all claims, liabilities, and costs, including reasonable attorneys' fees, up to the maximum amount described in Section 10.3(b), reasonably incurred in the defense of any claim brought against University by third parties alleging that University's Use of the Software and Documentation infringes or misappropriates: (i) any United States patent; or (ii) a United States copyright; or (iii) trade secret rights, provided that, University promptly notifies SAP in writing of any such claim and SAP is permitted to control fully the defense and any settlement of such claim. To the extent permitted by law, University shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP may, in its sole discretion, settle any such claim on a basis requiring SAP to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation.

(b) The maximum aggregate liability of SAP under the indemnity provided in Section 10.3(a) above shall be \$1,000,000.00, and if there should be more than one claim of infringement, the amount payable under such indemnity in respect of each claim shall be divided pro rata.

11. NON-ASSIGNMENT.

11.1. University may not assign, delegate, sublicense, pledge, or otherwise transfer this agreement, or any of its rights or obligations under this agreement, to any party.

11.2. SAP may assign this Agreement to SAP AG or to an entity designated by SAP AG.

12. EXPORT CONTROL NOTICE

Regardless of any disclosure made by University to SAP of an ultimate destination of the Software, Documentation, Third-Party Database, and other provided SAP Proprietary Information, University acknowledges that SAP's Software, Documentation, Proprietary Information, and the Third-Party Database are being released or transferred to University in the United States and are therefore subject to the U.S. export control laws. University acknowledges its exclusive obligation to ensure that its exports from the United States are in compliance with the U.S. export control laws. University shall also be responsible for complying with all applicable governmental regulations of any foreign countries with respect to the use of the Proprietary Information by its Affiliates outside of the United States. University shall defend, indemnify, and hold SAP and SAP AG and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable attorneys' fees) arising out of University's noncompliance with applicable U.S. or foreign law with respect to the use or transfer of the Proprietary Information outside the United States by University.

13. OTHER PROVISIONS.

13.1. University acknowledges that remedies at law may be inadequate to provide SAP with full compensation in the event of any material breach of this Agreement by University, and that SAP shall therefore be entitled to injunctive relief in the event of any material breach. Excluding damages resulting from the University's unauthorized use of the Software or other SAP Proprietary Information or for breach of Section 6.2 herein, the University's liability shall not exceed the amount paid under the agreement. The foregoing limitation of liability does not apply to personal injury or death caused solely by the gross negligence or willful misconduct of University.

13.2. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and University, and all previous representations are merged in this Agreement. This Agreement may be modified only by a writing signed by both parties. This Agreement prevails over any additional, conflicting, or inconsistent terms and conditions appearing on any purchase order submitted by University.

13.3. 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 invalid or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. In case any one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, geographical scope, activity or subject, such provision shall be construed by limiting and reducing it in accordance with a judgment of a court of competent jurisdiction, so as to be enforceable to the extent compatible with applicable law.

13.4. If either party should waive any breach of any provisions of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provisions hereof.

13.5. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

13.6. This Agreement shall be governed by and construed under Pennsylvania law.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto agree to the foregoing Agreement as of the date first above written.

SAP America, Inc.

By: Daniel Pantaleo

Title: Director, Higher Learning Initiatives

Signature: *[Handwritten Signature]*

Date: 9/15/99

Indiana University of Pennsylvania  
University

By: Michele Sanchez Schwietz

Title: Interim Associate Dean for Research

Signature: *[Handwritten Signature]*

Date: 8/24/99

Appendix 1  
effective October, 1999  
to  
**UNIVERSITY ALLIANCE AGREEMENT**  
**R/3 SOFTWARE DEMONSTRATION AND TRIAL LICENSE ("Agreement")**  
**SAP AMERICA, INC. - Indiana University of Pennsylvania**  
effective October, 1999

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern, and the contradicted or inconsistent provisions of the Agreement shall be deemed amended accordingly.

- Software licensed to University pursuant to the above-referenced Agreement consists of the following SAP functional modules which are to be installed on the above referenced Designated Unit(s) at the specified Designated Site. For the prices set forth herein, University is authorized to have unlimited Users access the Software, as per the terms of the Agreement, at such Designated Site on such Designated Unit(s).

SAP R/3 GENERAL FUNCTION BLOCKS LICENSED:			Quantity LICENSED
		LICENSED	
FI	Financial Accounting/Asset Accounting	<u>  x  </u>	
CM	Cash Management	<u>  x  </u>	
FM	Funds Management	<u>  x  </u>	
IM	Investment Management	<u>  x  </u>	
CO	Controlling	<u>  x  </u>	
EC	Enterprise Controlling	<u>  x  </u>	
PS	Project System	<u>  x  </u>	
MM	Material Management	<u>  x  </u>	
PM	Plant Maintenance	<u>  x  </u>	
SD	Sales and Distribution	<u>  x  </u>	
PP	Production Planning	<u>  x  </u>	
DW	ABAP/4 Development Workbench		<u>  1  </u>
BC	Basis with Database Interface	<u>  x  </u>	
PA	Personnel Administration and Payroll	<u>  x  </u>	
PD	Personnel Planning and Development	<u>  x  </u>	
IDES	Training System	<u>  x  </u>	

- The Annual License Fee for the Software set forth in item 1 above is per Option A in Exhibit B. The annual license fee will be invoiced October, 1999 and is due and payable net thirty (30) days. The Annual License Fee will be invoiced and is due and payable annually thereafter.

- Initial delivery of the Software will be to the following location: {*must be completed prior to execution*}.

Office of Raj Murthy  
109 B ECB 664 Pratt Drive  
Eberly College of Business  
Indiana University of PA  
Indiana, PA 15705

Currently, pursuant to Section 4.2 of the Agreement, software shipped to the following states will be subject to applicable sales taxation: Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. This listing is provided for information only. University is responsible for obtaining its own tax advice. This list is subject to change without notice.

Note: IUP is tax exempt

*(see attached)*



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF BUSINESS TAXES  
DEPT OFFICE BAY 2067  
HARRISBURG, PA 17105-8057

TREASURER & CASHER  
PENNSYLVANIA  
**SALES AND USE TAX  
EXEMPTION CERTIFICATE**  
(Please Print or Type)

0001  
This form cannot be used to  
obtain a Sales Tax License  
Number or Exempt Status

**THIS FORM MAY BE PHOTOCOPIED VOID UNLESS COMPLETE INFORMATION IS SUPPLIED**

CHECK ONE:  PENNSYLVANIA SALES TAX UNIT EXEMPTION CERTIFICATE  
 PENNSYLVANIA SALES TAX BLANKET EXEMPTION CERTIFICATE

Property and services purchased or leased using this certificate are exempt from sales tax because:

- 1. Purchaser is an: Instrumentality of the Commonwealth
- 2. Property will be resold under License # \_\_\_\_\_
- 3. Purchaser operates vessels outside Pennsylvania waters.
- 4. Purchaser is a/an: \_\_\_\_\_ Holding License/Exemption # \_\_\_\_\_
- 5. Property and/or services will be used directly by purchaser involving a public utility serv (Complete Part 5 on Reverse)
- 6. Exempt wrapping supplies
- 

I am authorized to execute this Certificate and I am not a minor. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representatives is punishable by fine and imprisonment. The provisions of this Certificate are a part of every transaction between the parties involved.

Name of Purchaser or Lessee: Indiana University of Pennsylvania City: Indiana State: PA Zip Code: 15705-1097 EPA: 25-1470695

- 1. ACCEPTANCE AND VALIDITY:**

For this to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within sixty days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code 32.2. An invalid certificate may subject the seller/lessor to the tax.
- 2. REPRODUCTION OF FORM:**

This form may be reproduced but shall contain the same information as appears on this form.
- 3. RETENTION:**

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies. **DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.**
- 4. EXEMPT ORGANIZATIONS:**

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (EXAMPLE 75-00000-0).

Note: If the University is claiming tax-exempt status, a copy of the tax-exempt certificate and ID number must be included with this document.

Delivery by SAP of the Software is estimated to take place in October 1999.

4. Delivery of one (1) set of CD-ROM Documentation, in the English language, to the above-specified Designated Site shall be initiated upon execution of this Appendix by the parties hereto. Additional Documentation for the above-specified Designated Site may be ordered by University at SAP's then current prices in effect.
5. The Software licensed hereunder requires a third party database product which has either been integrated or pre-installed as part of the Software, or which must be installed to use the Software. Third party database product functionality as integrated in the Software may differ from a non-integrated third party database product. Each third party database product is subject to its respective third party vendor License Agreement. This Agreement does not contain a license to use the third party database product. Please be advised that you have no right to use and are not licensed to use the copy of the third party database until you have executed the Agreement, this Appendix and execute a third party database license agreement for the third party database. Upon request, the University shall provide to SAP the invoice number and/or license number and corresponding date for the third party database.

SAP makes no representations or warranties as to the terms of any license or the operation of any third-party database obtained directly from a third party supplier by the University. The University is responsible for support and maintenance of the third-party database licensed from a third party supplier, and SAP has no responsibility in this regard.

6. The Non-Productive Use copy of the Software licensed hereunder requires a license keycode. The license keycodes will be issued by SAP AG within four (4) weeks from the date of installation of the Software on the Designated Unit. The required form to receive the license keycodes from SAP AG must be executed by University and faxed to SAP AG within the four (4) week period following installation of the Software. The applicable form and fax number will be included in each installation kit provided to University upon delivery of the Software. Should University subsequently change Designated Units for Use of the licensed Software, license keycodes must be re-issued for each respective copy of the licensed Software. Failure of University to obtain necessary license keycodes for the licensed Software within four (4) weeks of installation of such Software, will cause the Software to have limited User access until such time as the license keycodes are issued.
7. The Software, including all third-party software, is not specifically developed or licensed hereunder for Use in any direct and active operations of any equipment in any nuclear, aviation, mass transit, or medical applications, or in any other inherently dangerous applications. The parties hereto agree that Use of the Software and third-party software for financial application purposes or such other administrative purposes shall not be deemed inherently dangerous applications if such Use does not affect the operations or maintenance of such equipment. SAP, SAP AG, and its licensors shall not be liable for any claims or damages arising from inherently dangerous Use of the Software and/or third-party software licensed hereunder.

8. The validity of this Appendix will expire thirty (30) days from its issue date, unless sooner executed by the parties hereto, or extended in writing by SAP.

Accepted by:

SAP America, Inc.

By: Daniel Pantaleo

Title: Director, Higher Learning Initiatives

Signature: 

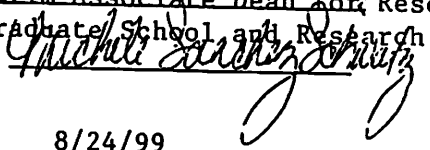
Date: 9/15/99

Accepted by:

\_\_\_\_\_

By: Michele Sanchez Schwietz

Title: Interim Associate Dean for Research  
Graduate School and Research

Signature: 

Date: 8/24/99

**Exhibit B**

	Option A	Option B	Option C
<b>Materials</b>			
Software (IDES Training Database)	x	x	x
SAP Course Materials	x	x	x
Updates and Upgrades	x	x	x
<b>Implementation Services</b>			
Free Installation Days*	4	4	4
Free Training Days**	75	105	145
<b>Support Services (Annual R/3)</b>			
# of Cases per year***	10	30	50
Annual Support Fee****	\$5,000	\$7,400	\$10,000
<b>Support Services (Annual BW)</b>			
# of Cases per year***	5		
Annual Support Fee****	\$1,000		

- \* Each Alliance Member is entitled to two free installations – the original full installation and one upgrade installation. Any installation requiring more than the allocated number of free days will generate a bill to the Alliance Member at SAPs then current rates in effect.
- \*\* The training days are not provided on an annual basis. If additional training is desired after all free training days have been used, Alliance members are eligible to take additional training at SAP at a rate of 50% of the training rate in effect.
- \*\*\* Cases are defined as instances when the Alliance Member logs onto OSS/SAPNET to report a product defect. Should the problem not be a product defect the Alliance Member will not be charged with the use of a case. If the problem is one that requires consulting (remote or on site) the requested consulting will generate a bill to the Alliance Member at SAPs then current rates in effect.
- \*\*\*\* Prices are subject to change.

Schedule 1 to Appendix \_\_\_\_\_

effective October 1, 1999

SOFTWARE AND USER ALLOCATION

PLEASE COMPLETE ENTIRE FORM:

Effective Date: October 1, 1999

Type of Agreement: University Alliance Agreement

1. Designated Unit(s) to be identified to SAP in writing:

Type/Hardware: <u>IBM PC Server</u>	Location of Designated Unit:
Model Number: <u>704/6mm (2)</u>	<u>108 ECB, 664 Pratt Drive</u>
1. Serial Number: <u>1S86506mm23T6224</u>	<u>Indiana University of PA</u>
Operating System: <u>Windows NT 4.0</u>	<u>Indiana, PA 15705</u>
Database: <u>Windows SQL 6.5+</u>	
If Oracle: Invoice #: _____	
Invoice Date: _____	Software Delivery Contact Person:
R/3 Software Release: <u>Latest</u>	<u>Mr. Raj Murthy</u>
2.) <u>1S86506mm23T6465</u>	Telephone: <u>(724) 357-3098</u>

2. University Name/Address:

Indiana University of PA  
Indiana, PA 15705  
\_\_\_\_\_  
\_\_\_\_\_

Main Telephone: (724) 357-2100  
Main Fax Number: ---

General Contact:

Ms. Michele Sanchez Schwietz  
Interim Associate Dean for Research  
Graduate School and Research  
\_\_\_\_\_

Telephone: (724) 357-2655  
Fax Number: \_\_\_\_\_

Documentation Recipient:

Mr. Raj Murthy  
109 B ECB, 664 Pratt Drive  
Indiana University of PA  
Indiana, PA 15705  
Telephone: (724) 357-3098  
Fax Number: \_\_\_\_\_

Invoice Recipient:

Ms. Julie Moreland  
Assistant to the Dean  
401 ECB, 664 Pratt Drive  
Indiana University of PA, Indiana, PA 1570  
Telephone: (724) 357-7889  
Fax Number: (724) 357-4785

3. Software, Optional software, Third-party software, applicable country versions, industry solution and/or business component Software, and any other software licensed from SAP, to be installed at the above location are as follows:

- SAP R/3
- IDES (International Demonstration and Education System)

Robert C. Camp                      8/24/99  
Name                                      Date

Dean, Eberly College of Business  
Title

Indiana University of Pennsylvania  
University

**Exhibit C**

**University Semester-End Executive Summary**

- **To be submitted at end of each Semester**
  - **Not to exceed two pages**

1. How many students were taught using R/3 products?
2. What is the student satisfaction summary (scores, comments, etc.)?
3. What is the faculty satisfaction (one paragraph)?
4. What was the most significant event or accomplishment as it relates to the R/3 Products?
5. What do you foresee as the most significant challenge in the next six months?
6. Please list potential research areas as it relates to SAP R/3 products.