

End User License Agreement of SAP from Uneecops

SAP SOFTWARE LICENSE SCHEDULE (FOR INDIRECT SALES)
as on effective date between SAP India Private Limited and Customer (Licensee)

PREAMBLE:

whereas, Licensee has entered into an agreement with Uneecops Business Solutions Pvt Ltd (“SAP Reseller”) for the supply of the SAP Software as set out in the applicable Software Order Form submitted by the SAP Reseller to SAP.

whereas SAP Reseller has entered into a reseller agreement (PartnerEdge Channel Agreement VAR) with SAP whereby SAP grants to SAP Reseller the right to promote and market SAP Software.

whereas SAP desires to grant to Licensee and Licensee desires to accept from SAP, a license to Use (as defined herein) SAP's proprietary Software upon the terms and conditions hereinafter set forth.

WHEREAS the Licensee understands and acknowledges that the SAP Reseller through which the Licensee has arranged for the procurement of the Software or from which Licensee receives any services related to the Software is not any agent of SAP.

OPERATIVE CLAUSE:

SAP and Licensee agree that this Software License Schedule (for indirect sales) is a binding agreement for the SAP Software set out in a Software Order Form submitted by SAP Reseller, governed by the SAP Software License Agreement General Terms and Conditions for Indirect Sales and the applicable Software Use Rights Schedule current at the time of execution of this document, both of which can be found at www.sap.com/company/legal and made a part hereof. All components are integral to this agreement, and collectively are referred to herein as the “Agreement.” Licensee acknowledges it has had the opportunity to review the Agreement, including without limitation the SAP Software License Agreement General Terms and Conditions for Indirect Sales and Software Use Rights Schedule, prior to executing this Software License Schedule. SAP recommends Licensee prints copies of the applicable SAP Software License Agreement General Terms and Conditions for Indirect Sales and the Software Use Rights Schedule for Licensee's own records. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the SAP Software License Schedule (for indirect sales); (ii) the Software Use Rights Schedule; and (iii) the General Terms and Conditions (for indirect sales).