

ORDER FORM Enter Order Form # FOR EMERGYS MANAGED INFRASTRUCTURE AND SERVICES

This Order Form as issued by Emergys Corporation constitutes an offer by Emergys Corporation with offices at 630 Davis Drive, Suite 210, Morrisville, North Carolina 27560 USA (“Emergys”) and, when signed and returned to Emergys by **Enter Client Name** with offices at **Enter Client Address** (“Client”) becomes a binding agreement between Emergys and Client for the Emergys Managed Infrastructure and Service(s) listed herein below and is governed by Emergys Managed Infrastructure and Service General Terms and Conditions (GTC) and the Supplement (as defined below).

This Order Form shall first become effective on the date signed by Client below.

Copies of the most current GTC and Supplement are found at <http://emergys.com/emergys-agreements/> and are made part hereof. All components are integral to this agreement, and collectively are referred to herein as the “Agreement”. Client acknowledges it has had the opportunity to review the Agreement and the applicable supplement(s) prior to executing this Order Form. Emergys recommends the Client prints copies of the GTC and the Supplement(s) for Client’s own records. All defined terms in the GTC used in this Order Form shall have the same meaning as set forth in the GTC.

This Order Form shall be governed by and incorporates the following documents in effect as of the Order Form Effective Date in the following order of precedence:

- This Order Form
- Emergys Managed Infrastructure and Services General Terms and Conditions
- Emergys Managed Infrastructure and Services Support Policy
- Emergys Managed Infrastructure and Services Acceptable Usage Policy
- Product-specific Supplemental Terms (“Supplement”) for the Service

All components collectively are referred to herein as the “Agreement”.

1. INFRASTRUCTURE

Emergys shall provision the following Infrastructure:

1.1 Servers for the production environment

Server Description	Number of Servers	Cores	Memory (GB)	Disk size (GB)

1.2 Servers for the development environment

Server Description	Number of Servers	Cores	Memory (GB)	Disk size (GB)

1.3 Infrastructure Gateway servers

Server Description	Number of Servers	Cores	Memory (GB)	Disk size (GB)

1.4 5 Mbps Peak Internet Bandwidth. Client agrees that bandwidth usage in excess of this allocation shall be charged separately at the rate prescribed by Emergys.

1.5 Tape storage for maintaining periodic backup of the Servers with a 6-month retention period.

2. ACCESS MECHANISMS

- 2.1 Emergys shall enable the Client to access applications running on the Infrastructure from the Internet through the following access methods:
 - 2.1.1 SAP GUI
 - 2.1.2 Netweaver Business Client (NWBC) over HTML

3. MANAGED SERVICE DESCRIPTION

The Managed Service shall include:

- 3.1 Provisioning, installing, and configuring hardware and software for Infrastructure as specified in Schedule I.
- 3.2 Configuring network firewalls to allow or deny access for communication on specific network ports between endpoints on the Infrastructure and the Internet.
- 3.3 Monitoring infrastructure hardware and software.
- 3.4 Backing up Infrastructure servers.
- 3.5 Detecting and repairing failures in the Infrastructure hardware and software, to the scope of Protection Mechanisms as specified in Section 1 Infrastructure.
- 3.6 Reviewing and updating applicable operating system updates and firewall policies.

4. TERM AND FEES

The following Managed Cloud Infrastructure and Services Fees are mandatory:

- 4.1 Initial Term: **Three (3) years**. From **Enter Subscription Start Date** to **Enter Subscription End Date**
- 4.2 Renewal Term: **Three (3) years**, subject to the terms of this Agreement, to be renewed automatically upon the completion of Initial Term.
- 4.3 Installation Fee: **USD \$XXXX.XX**.
- 4.4 Managed Infrastructure and Services Fee: **USD \$XXXX.XX** per month. In the event of any data transfer of more than **1000GB** in a given month, Client shall have to pay overage charges at the rate of **USD \$XXXX.XX** per GB per month.

OPTIONAL FEES

The following Managed Infrastructure and Services Fees are optional:

- 4.5 Additional Infrastructure Fee. Emergys shall provide a customized quote depending on the additional infrastructure requested by the Client.
- 4.6 Additional Protection Mechanism Fee. Emergys shall provide a customized quote depending on the additional protection mechanism requested by the Client.
- 4.7 Additional Service Fee. Emergys shall provide a customized quote depending on the additional services requested by the Client.

5. AUTHORISED ADMINISTARTORS

Client contacts for order confirmation and system notices are set forth below:

Order confirmation recipient Name:	
Order confirmation recipient email address:	
Order confirmation recipient phone number:	
System provisioning notification recipient Name:	
System provisioning notification email address:	
System provisioning notification phone number:	

6. LOCATION

Client acknowledges that the primary location from which Client will access the Service (“Primary Access Location”) and Client’s failure to provide Emergys with its VAT and/or GST number may have sales tax implications. If Client does not provide a Primary Access Location, Emergys will incorporate a default Primary Access Location to Client’s sold-to address. Client has provided the following Primary Access Location:

Primary Access Location Street Address:	
Primary Access Location City, State and Zip code:	
Client’s VAT and/or GST number:	

7. PAYMENT

Notwithstanding anything to the contrary in the table above, the fees for the Services shall be invoiced by Emergys and paid by Client Monthly in advance, and otherwise in accordance with the GTC.

- Fees for Renewal Terms will be equal to the fees for the immediately preceding subscription term (including any additional Usage Metrics or Services added to this Order Form during the Subscription Term), provided Emergys may apply an increase to such fees (over the preceding term of the Order Form) to account for changes in consumer prices generally over the preceding term of the Order form.

- Non-recurring fees (if any) shall be invoiced by Emergys and paid by Client upon commencement of the Subscription Term.

8. SUPPORT

Support for the Services will be provided by Emergys as described at <http://emergys.com/emergys-agreements/>, which support policy is incorporated herein by reference. Support for specific Service offerings that differs from the foregoing shall be set forth in the applicable Supplement and/or Documentation for the applicable Service.

Accepted and Agreed to:

Enter Client Name ("Client")

By: _____

Authorized Signature

Name: _____

Title: _____

Date: _____

SAMPLE