

**SAP Open Ecosystem
Service Schedule**

This SAP Open Ecosystem – Service Schedule (“**SAP Open Ecosystem Schedule**”) is between SAP Nigeria (Ltd.), with offices at The Mansard Place, B Wing 2nd Floor, 927/928 Bishop Aboyade Street, Victoria Island, Lagos, Nigeria (hereinafter “**SAP**”) and Xown Solutions Limited, with offices at 13 Adekunbi Crescent, Off Toyin Street, Ikeja, 2341 Lagos, Nigeria (hereinafter “**Open Ecosystem Partner**”), together referred to as “**Parties**”.

Article 1 Preamble

Whereas, SAP and Open Ecosystem Partner want to work together in order to further the demonstration, integration and implementation of SAP software by the Open Ecosystem Partner.

Now therefore, the Parties agree as follows:

Article 2 Definitions and Interpretation

1. Definitions

“**Effective Date**” means the date on that the last signature was affixed to this SAP Open Ecosystem Schedule.

2. Any terms not defined in this SAP Open Ecosystem Schedule will have the meaning ascribed to them in other parts of the Agreement (as defined in the Master Open Ecosystem Agreement).

3. The headings in this SAP Open Ecosystem Schedule are for convenience only and are to be ignored in construing this SAP Open Ecosystem Schedule.

4. Any reference in this SAP Open Ecosystem Schedule to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.

5. Where the context so admits, the singular includes the plural and vice versa.

Article 3 Incorporation by reference

1. The following agreements are incorporated and made a part hereof by reference:

- a) the “SAP Open Ecosystem – Service Specific Terms and Conditions” for Nigeria which is made available on www.sap.com/company/legal;
- b) the “SAP Open Ecosystem - Master Partner Agreement” concluded between SAP and Open Ecosystem Partner (“**Master Open Ecosystem Agreement**”); and
- c) any exhibit, schedule, appendix, annex or other document, included in, attached to or referenced to in any of the agreements listed in this Article 3 (Incorporation by reference) no. 1a) and b).

2. Open Ecosystem Partner herewith confirms that he had access to all parts of and read the agreements listed in this Article 3 (Incorporation by reference) no. 1a) and c) and will comply with the terms and conditions of these agreements. Open Ecosystem Partner further confirms that he signed the Master Open Ecosystem Agreement. SAP recommends Open Ecosystem Partner prints copies of the agreements referred to in this Article 3 (Incorporation by reference) for its own records.

Article 4 Territory

The territory of the Agreement is GAMBIA, GHANA, LIBERIA, NIGERIA, SIERRA LEONE (“**Territory**”).

IN WITNESS WHEREOF, the Parties have caused this SAP Open Ecosystem Schedule to be executed by their respective authorized representatives.

Accepted By:
SAP Nigeria (Ltd.)
(SAP)

Accepted By:
Xown Solutions Limited
(Partner)

Name:

Title:

Date:

Name:

Title:

Date:

Name:

Title:

Date:

Name:

Title:

Date:
