

Guidelines for 3rd Party Purchasers

Usage key purchase
and transferral
process + renewal

Process and points for
consideration

Contents

- GUIDELINES FOR 3RD PARTY PURCHASERS 1

- USAGE KEY PURCHASE AND TRANSFERRAL PROCESS + RENEWAL..... 1
 - Contents 2
 - Notes: 3
 - Version History: 3
 - Introduction 4
 - Hoster - Use “QW Hoster Guidelines 20xx” document..... 4
 - Purchaser - Use this document 4
 - Why is a CRTR necessary? 5
 - Purchaser Process 6
 - Parties..... 6
 - Important Documents 6
 - Initial Purchase Steps 7
 - Renewal Purchase Steps 8
 - Conclusion 9

Notes:

© Copyright 2020-2021 QuantityWare GmbH. All rights reserved.

SAP, R/3, SAP, SAP.com, xApps, xApp, SAP NetWeaver, S/4HANA, and other SAP products and services mentioned herein as well as their respective logos are trademarks or registered trademarks of SAP AG in Germany and in several other countries all over the world. All other product and service names mentioned are the trademarks of their respective companies.

Microsoft, Windows, SQL-Server, Powerpoint and Outlook are registered trademarks of Microsoft Corporation.

These materials and the information therein are subject to change without notice. These materials are provided by the company QuantityWare GmbH for informational purposes only. There is no implied representation or warranty of any kind, and QuantityWare GmbH shall not be liable for errors or omissions with respect to the materials provided. The only warranties for the products and services of QuantityWare GmbH are those set forth in the express warranty statements accompanying such products and services, if any. No statement within this document should be construed as constituting an additional warranty.

Version History:

2020	28.02.2020	Initial Release
2021	05.05.2021	Renewals section added, reference to Hoster document and minor typographical corrections
2022	02.03.2022	Typographical corrections
2022	02.05.2022	Process modification – Customer registration of Purchaser
2023	14.02.2023	Typographical corrections
2026	03.03.2026	Explanation added

Introduction

This guide is designed to assist companies supporting prospective QuantityWare customers who cannot sign a direct solution usage agreement with QuantityWare GmbH. Such prospective customers may wish to facilitate usage of the QuantityWare solution by using the service of a purchasing or hosting company.

This guide describes the process and documents required at each stage in order to ensure a complete and efficient purchase and transferral of usage keys to the end customer.

It is important to note that there is a major difference between the QuantityWare definitions of a “Hoster”- and a “Purchaser”-entity.

Hoster - Use “QW Hoster Guidelines 20xx” document

Provides system services and effectively “runs” the target SAP systems for a Customer. A Hoster is responsible for the:

- ➔ purchase and application of the QuantityWare solution licensing
- ➔ maintenance and upgrade of the QuantityWare solution (or the organisation of such)
- ➔ registration of any QuantityWare issues with QuantityWare in the QuantityWare service portal (QWSP)
- ➔ installation and configuration of the QuantityWare solution in the Customer systems (or the organisation of such)

▲ *To this end, the Customer has no users in the QWSP, unless the Hoster grants them such under the Hoster QWSP account.*

Purchaser - Use this document

Is responsible for the purchase of the QuantityWare solution licensing on behalf of the Customer.

The Customer has full QWSP access and the purchaser is only involved in purchasing activities under its own QWSP account and therefore has no access to the Customer QWSP account.

Why is a CRTR necessary?

QuantityWare requires that the end-user (“Customer”) of QuantityWare software acknowledges its legal rights and responsibilities which are granted and arise from the use of the QuantityWare Solution (Bulk Calculations Solution – BCS). As BCS will be used by the Customer and not the Purchaser it is vital for QuantityWare that the Customer understands and accepts that (at a high level and generalised):

- BCS functions only on a fully licensed and supported SAP Oil, Gas and Energy System
- a specific delivery extent of the solution exists
- it is receiving a limited usage license agreement, based on a Usage Questionnaire completed by the Customer to their best knowledge and belief
- alterations to the software are forbidden
- limitations on usage of BCS with regards to use with Artificial Intelligence are applicable
- the Customer has no rights to the software, the code of which remains in the sole ownership of QuantityWare
- the Customer accepts and does not challenge QuantityWare’s IP rights
- Customer Personal Information divulged to QuantityWare is regulated under EU GDPR law
- all agreement prices are NET – excluding all German taxes
- maintenance services and support are provided in a specific manner with specific responsibility by QuantityWare
- a general Disclaimer-clause exists
- third party rights are managed in a specific manner
- BCS may not be used for specific purposes
- QuantityWare is bound by EU and USA trade sanctions – with bi-directional informational responsibilities
- The legal seat of the agreement is Germany and the application of CSIG rules are excluded

Purchaser Process

Parties

This process helps to realise the following scenario involving three parties:

Customer – the organisation wishing to use the QuantityWare solution in their own systems.

Purchaser – the organisation engaged by Customer to purchase usage of the QuantityWare solution

QuantityWare – the provider of the QuantityWare solution and single source for the release and licensing of the solutions' usage.

All documents are to be exchanged via the QuantityWare service portal:

(<https://service.quantityware.com>)

Important Documents

Test Usage Key Request Form (TUKR) (<https://service.quantityware.com/tukr>)

An online form via which Customer registers themselves with QuantityWare. Once registered, Customer has access to all QWSP functions and resources including BCS test licenses (allowing non-productive usage of the solution for a limited period).

Usage Questionnaire (UQ) (<https://service.quantityware.com/usagequestionnaire>)

A self-appraisal questionnaire to be completed by Customer and consultants, defining the price to be charged annually for a specific usage profile of BCS.

Annual Usage Agreement (AUA)

The contract which defines the benefits and responsibilities of QuantityWare and the end-licensee of QuantityWare BCS to the extent defined in the LQ.

Bi-Directional Confidentiality Agreement (NDA)

Secures the confidentiality of data to be exchanged between QuantityWare and the end-Licensee of QuantityWare BCS during the period defined in the AUA.

Customer Relationship Transferral Agreement (CRTR)

Allows a Partner to transfer all rights and obligations from their AUA and NDA to a Customer. This document must be signed by Partner, Customer and then countersigned by QuantityWare to take effect.

Initial Purchase Steps

1. **Customer** / **Purchaser** contacts QuantityWare regarding the usage of BCS.
2. **Customer** completes a “Test Usage Key Request Form” (TUKR) to achieve registration with QuantityWare. (<https://service.quantityware.com/tukr> - includes a link to Test Usage Agreement)
3. **Customer** (with possible **Purchaser** assistance) completes a “Usage Questionnaire” (UQ) to define the price to be charged annually. (<https://service.quantityware.com/usagequestionnaire>)
4. **Customer** requests **Purchaser** to perform the purchasing process on behalf of Customer to allow productive usage of BCS and access to productive support / maintenance and upgrade rights.
5. **Customer** shares UQ with **Purchaser**
6. **Customer** enters **Purchaser** in the QuantityWare service portal.
7. **Purchaser** opens an “Agreement” QuantityWare service portal ticket for **QuantityWare** to start purchasing process.
8. **QuantityWare** and **Purchaser** sign an Annual Usage Agreement and a Bi-directional Confidentiality Agreement.
9. **Purchaser** signs Customer Relationship Transferral Document (CRTR) with countersignatures from **Customer** and provides to **QuantityWare**.
10. **Purchaser** pays **QuantityWare**.
11. **QuantityWare** activates productive agreement for **Purchaser**.
12. **QuantityWare** countersigns CRTR and provides to **Purchaser**.
13. **QuantityWare** assigns **Purchaser** Productive Agreement to **Customer** in QWSP, productive system licenses are granted / can be requested in QWSP – **Customer** presence.

▲ Only with a completed CRTR i.e. a CRTR signed by Purchaser, Customer and QuantityWare, will the rights and benefits endowed upon the Purchaser be transferred to the Customer. The Purchaser is responsible for attaining the Customers' countersignature on the CRTR and presenting the CRTR to QuantityWare.

Renewal Purchase Steps

1. **Customer** / **Purchaser** is made aware of the approaching expiry of a paid Usage Agreement term automatically via QWSP mails or SAP system messages.
2. **Customer** confirms existing UQ or, completes a revised UQ to define the price to be charged for the next annual period and submits this in the QWSP.
3. **Purchaser** opens an "Agreement" QWSP ticket for **QuantityWare** to start purchasing process (quote / invoice provision).
4. **Purchaser** pays **QuantityWare**.
5. **QuantityWare** provides **Purchaser** with "Proof of Entitlement" document for next annual period in Agreement ticket which extends the validity of Customer usage and the existing NDA and CRTR documents.
6. In QWSP, annual usage keys for new period are granted to **Customer** by **QuantityWare**. (Customer "Technical" & "Management" QWSP contacts are automatically informed of availability).
7. QuantityWare confirms Usage Key release to **Purchaser** in Agreement ticket. **Purchaser** closes ticket.

Conclusion

Once the initial purchasing process has been concluded, the Purchaser will have paid QuantityWare for usage rights / support / maintenance and upgrade rights via the Annual Usage Agreement and will have then transferred all rights and responsibilities for the said contract to the end Customer.

The renewal process is based upon confirmation of the existing and planned usage in the coming annual period, a simple extension of an existing, valid agreement and timely payment.

In the QuantityWare Service portal a nominated purchaser is responsible for all financial aspects of the relationship and the end customer is responsible for all operational aspects of the relationship.