GENERAL TERMS AND CONDITIONS
FOR CLOUD SERVICES FOR INDIRECT SALES („CLOUD GTC“ or “Cloud EULA”)

APPLICABILITY

Except as otherwise agreed, these Cloud GTC apply when referenced by an EULA Acceptance Form between SAP, d.o.o. (hereinafter “**SAP**”) and another company or public-law entity that is an end-customer of a SAP Partner (“Customer”). They apply to precontractual relations accordingly.

1. DEFINITIONS

1.1. **“Affiliate”** means any legal entity in which SAP and/or SAP SE or Customer, directly or indirectly, holds more than 50% of the entity’s shares or voting rights. Any legal entity will be considered an Affiliate as long as that requirement is fulfilled.

1.2. “**Authorized User**” means any individual at Customer, Customer's Affiliates, or Customer’s and Customer’s Affiliates’ Business Partners, to whom Customer grants access authorization to use the Cloud Service.

1.3. “**Business Partner**” means a legal entity that requires use of a Cloud Service in connection with Customer’s and its Affiliates’ internal business operations, e. g. customers, distributors, service providers and/or suppliers of Customer and/or its Affiliates.

1.4. “**Cloud Service**” means any distinct, hosted, supported and operated on-demand solution provided by SAP under an EULA Acceptance Form.

1.5. “**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others, that is designated as confidential, internal and/or proprietary at the time of disclosure, or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and/or the circumstances surrounding its disclosure.

1.6. “**Customer Data**” means any content, materials, data and personal data that Authorized Users enter into the production system of a Cloud Service (including any stored derivatives of entered data such as Customer-specific reports). Customer Data does not include SAP’s Confidential Information or SAP Materials.

1.7. “**Documentation**” means SAP's then-current technical and functional documentation relating to the Cloud Services located at https://help.sap.com or which SAP makes available to Customer as part of the Cloud Service, including technical and functional specifications as updated by SAP from time to time in accordance with the Agreement.

1.8. “**Export Laws**” means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.

1.9. “**IP Rights**” (“**Intellectual Property Rights**”) means patents of any type or other title to or right in an invention, copyrights and related rights, sui generis database rights, right of authorship, trademarks, design or other industrial right, any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, and all rights to exploit or use it.

1.10. “**EULA Acceptance Form**” or “**Agreement**” means the contract between SAP and Customer for Cloud Services and (where applicable) related Professional Services, that references and incorporates these Cloud GTC and other documents.

1.11. “**Partner**” means the reseller of SAP Cloud Services as defined in the EULA Acceptance Form.

1.12. “**Professional Services**” means implementation services, consulting services or other related services provided under an EULA Acceptance Formand may also be referred to as “Consulting Services”.

1.13. “**SAP Materials**” or “**Cloud Materials**” means any materials or information provided, developed, derived, or made available by SAP in the course of performance under the Agreement, including in the delivery of any

support or Professional Services to Customer. SAP Materials include but are not limited to the Documentation, statistical reports, usage measurements, and SAP content that describes, structures, or gives meaning to data in the Cloud Service such as data models, metadata, table descriptions, and similar materials and derivatives of the foregoing. SAP Materials include materials created with Customer's cooperation, but do not include the Customer Data, Customer Confidential Information or the Cloud Service.

1.14. "**SAP SE**" means SAP SE, a parent company of SAP.

1.15. "**Subscription Term**" means the initial subscription term and if applicable any renewal subscription term of the EULA Acceptance Form.

1.16. "**Taxes**" means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.

1.17. "**Usage Metric**" means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an EULA Acceptance Form.

2. USAGE RIGHTS AND RESTRICTIONS

2.1. Subject to Partner´s payment of all fees due to SAP, SAP grants to Customer during the Subscription Term a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration), solely for running Customer's and its Affiliates' internal business operations in accordance with the Agreement, in particular the terms of the product-specific Supplement, and the Documentation. Customer may use the Cloud Service world-wide, except Customer shall not use the Cloud Service from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation. Customer may reproduce and internally distribute Documentation solely to support permitted use of the Cloud Service.

2.2. Customer may permit Authorized Users to use the Cloud Service within the contractually agreed scope. Usage is limited in particular to the Usage Metrics and volumes stated in the EULA Acceptance Form. Access credentials for the Cloud Service may not be shared or used by more than one individual at a time, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for the acts and omissions of its Authorized Users, Affiliates, and Business Partners as for its own acts and omissions. Customer is otherwise not allowed to make any Cloud Service or SAP Materials available to third parties.

2.3. Acceptable Use Policy. Customer (or any third-party acting on its behalf) shall not: (a) copy, translate, disassemble, decompile, make derivative works, reverse engineer or modify the Cloud Service or SAP Materials (except as permitted by mandatory law or expressly stated otherwise in the Agreement); (b) use the Cloud Service in breach of applicable law, in particular Customer will not enter, store or transfer any content or data on or via the Cloud Service that is unlawful or infringes any IP Rights; (c) use the Cloud Service or SAP Materials for training, developing, or enhancing machine learning, artificial intelligence models, or similar technologies, except where expressly permitted by SAP; (d) circumvent or endanger the operation or security of the Cloud Service; (e) remove SAP's copyright and authorship notices or (f) use Cloud Services or SAP Materials in a manner that exceeds the rights granted under the Agreement, including for the purpose of developing, commercializing, or making available any product or service that replicates, simulates, or competes with the Cloud Service or any SAP Materials. For the avoidance of doubt, this shall not curtail Customer's or partners' right to independently develop their own products or services, provided such development does not rely on Cloud Service or SAP Materials.. Customer will monitor the use of the Cloud Service and report to Partner in writing without undue delay any use that goes beyond what is contractually agreed, in particular in excess of the Usage Metrics and volume. In this case, Customer must sign an agreement that documents the additional use and additional fees Such fees shall accrue from the date the excess use began. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement and may share the outcome with the Partner.

2.4. If (i) it is sufficiently probable that the continued use of the Cloud Service in breach of contract by the Authorized Users, or a third party using their access data may result in material harm to the Cloud Service, its

users, other SAP customers, or the rights of third parties, in such a way that immediate action is required to avoid damages, or (ii) as required by mandatory applicable law, SAP can temporarily limit or suspend Customer's use to the Cloud Service to prevent damages. SAP or the Partner will inform Customer about the limitation or suspension without undue delay. If circumstances allow, Customer shall be informed in advance in writing or by email. SAP will limit the suspension or limitation in time and scope as reasonably possible under the circumstances.

2.5. The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them, as SAP only provides technical access to these web services. SAP is not responsible for these web services.

2.6. Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app stores. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement. SAP is not responsible for these third party websites.

2.7. The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The SLA does not apply to these components. Customer may only use the on-premise components during the Subscription Term as applicable to the relevant Cloud Service and solely to support permitted use of the Cloud Service.

3. SAP RESPONSIBILITIES AND DUTIES

3.1. SAP provides the Cloud Service as described in the Agreement. SAP provides support for the Cloud Service as referenced in the EULA Acceptance Form and (if agreed) the Professional Services. The quality and functionality of the agreed performance that SAP is obliged to provide is conclusively agreed in the EULA Acceptance Form and the documents referred to therein. SAP is not obliged to perform additional services or provide additional service features.

3.2. Support and SLA

3.2.1. SAP provides support for the Cloud Service as referenced in the EULA Acceptance Form.

3.2.2. Unless stated otherwise in the applicable product-specific Supplement, SAP will maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement referenced in the EULA Acceptance Form ("**SLA**"). In the event of SAP's breach of the SLA Customer may claim within 21 business days via the Partner a service credit as detailed in the SLA in the form of a contractual penalty. Customer will follow SAP's posted credit claim procedure. Once the validity of the service credit is confirmed by SAP in writing (email permitted), SAP will issue the credit to Partner to forward it to Customer, so the Partner can apply the credit to a future invoice for the Cloud Service (or to provide a refund for the amount of the credit if no future invoice is due). Service credits paid will be offset against any damages claims and any claims for wasted expenditures.

3.3. SAP will protect Customer Data in accordance with the Security Measures. "Security Measures" means the technical and organizational measures for the relevant Cloud Service published on https://www.sap.com/about/trust-center/agreements/SecurityMeasures.

3.4. Modifications

3.4.1. SAP may modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows), provided that SAP shall not materially degrade the core functionality of the Cloud Service during the Subscription Term.

3.4.2. SAP shall provide Customer with an adequate advance notice of modifications to the Cloud Service in accordance with Section 12.3 except for any change to a Maintenance Window or Major Upgrade Window which shall be in accordance with the Service Level Agreement.

3.4.3. If a modification materially impairs Customer's justified interests so that Customer can no longer reasonably be expected to adhere to the Agreement, Customer may terminate the EULA Acceptance Form for the affected Cloud Service by providing written notice to SAP within 1 month of SAP's notice. If SAP does not receive timely notice, Customer is deemed to have accepted the modification.

3.5. If Customer is provided with a free-of-charge Cloud Service, SAP shall provide no support for this Cloud Service and has no obligation to provide any particular service level. SAP may cease providing access to such free-of-charge Service at any time. This section 3.5 supersedes any conflicting term in these Cloud GTC.

4. CUSTOMER DATA AND PERSONAL DATA; CUSTOMER RESPONSIBILITIES AND DUTIES

4.1. Customer is responsible for the Customer Data and entering it into the Cloud Service. Subject to section 11, Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a non-exclusive right to process and use Customer Data to provide and support the Cloud Service and as set out in the Agreement (including without limitation preparing backup copies and performing penetration tests).

4.2. Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3. Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP. Customer is solely responsible for determining the suitability of the Cloud Service for Customer's business processes and for complying with all applicable legal provisions regarding Customer Data and its use of the Cloud Service. Free of charge, Customer must provide the collaboration required in connection with the provision of the Cloud Service and the support, and – where agreed – Professional Services, including, for example, infrastructure and telecommunications equipment for Cloud Service access. SAP points out that Customer's collaboration is a necessary precondition for SAP's correct performance of its obligations. Customer bears all consequences and costs resulting from breach of its duties.

4.4. Access to Customer Data

4.4.1. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format with such structures, or descriptions giving meaning to data as are technically necessary to interpret that data for Customer's and its Affiliates' internal business operations. Export and retrieval may be subject to technical limitations and prerequisites, in which case, upon Customer's request, SAP and Customer (or Partner on Customer´s behalf) will find a reasonable method to allow Customer access to and export of Customer Data.

4.4.2. Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

4.4.3. SAP will delete the Customer Data remaining on servers hosting the Cloud Service within 120 days from the end of the Agreement unless retention is permitted under the Agreement or required by applicable law. Retained data is subject to the confidentiality provisions of the Agreement.

4.4.4. Upon Customer's reasonable written request received by SAP at least 1 month prior to end of the Agreement, SAP will provide limited access to the Cloud Service for no more than 1 month past the end of the Agreement strictly as needed for Customer to export Customer Data ("**Retrieval Period**"). The Retrieval Period is subject to the following:

a) Even if access is not technically limited to exporting Customer Data, Customer shall not utilize the Cloud Service for any other purpose during the Retrieval Period;

b) If Customer uses the Cloud Service for anything other than exporting Customer Data during the Retrieval Period, Customer will pay then-current prorated price list rates for the entire Retrieval Period; and

c) Customer's access during the Retrieval Period shall continue to be governed by its obligations under the Agreement.

5. PARTNER RELATIONSHIP / SWITCHING RIGHT

5.1. Non-Payment by Partner

SAP may suspend Customer's use of the Cloud Service or terminate the Agreement in accordance with Section 6.2 if Partner fails to pay any fee or other amount payable by it on its due date.

5.2. Termination of Partner relationship or orders relating to Customer

If (i) Partner terminates all orders relating to Customer, (ii) SAP terminates any of Partner's orders relating to Customer for good cause, or (iii) the partnership between SAP and Partner relating to the sale of subscription for the Cloud Services is terminated, SAP may (at Customer's discretion):

a) directly provide the affected Cloud Service to the Customer pursuant to SAP's then-current General Terms and Conditions for Cloud Services for mutually agreed subscription fees; or

b) refer Customer to SAP Partner Finder tool available on https://www.sap.com/partners/find.html to help Customer identify other partners for provision of affected Cloud Service.

5.3. Independence of Partner

Partner is not an agent of SAP. Partner is an independent entity with no authority to bind SAP or to make representations or warranties on SAP's behalf. SAP may reasonably relying on the accuracy and reliability of written information provided by Partner that establishes grounds for SAP to suspend the Cloud Service or terminate the Agreement.

5.4. Switching Right

5.4.1. This Section applies to Cloud Services where all of the following conditions are met:

a) Customer's address as set forth in the applicable EULA Acceptance Form is located in the European Union;

b) Customer subscribed to such Cloud Services under an EULA Acceptance Form executed on or after September 1st, 2025; and

c) SAP identifies such Cloud Services as "Public Cloud" Cloud Services on https://www.sap.com/eu-data-act.

Under these conditions, Customer may exercise the switching right granted by EU Regulation 2023/2854 (the "Data Act"), in accordance with Sections 5.4.1 to 5.4.3 (the "**Switching Right**").

5.4.2. Switching Procedure

To initiate a switch under the Data Act, Customer and SAP will follow the procedure outlined below:

a) Customer shall give SAP and Partner 2 months' advance written notice of the Cloud Service(s) in specific EULA Acceptance Forms that Customer wishes to initiate a switch to an alternative data processing service provider covering the same service type, an on-premise ICT infrastructure or erase its exportable data and digital assets ("Switched Service(s)");

b) The switching period will begin on the date following the end of the notice period and will end 30 days thereafter ("Switching End Date"). Upon 1 month's written notice to SAP and Partner, Customer may postpone the Switching End Date in accordance with the Data Act;

c) SAP will terminate the Switched Service(s) on the Switching End Date and provide notice of the same;

d) Customer acknowledges that the agreement between the Customer and the Partner may include a switching fee (if any) for the Switched Service(s) for the period from the Switching End Date to the end of the Subscription Term; and

e) Where Customer does not exercise the Switching Right for all the Cloud Services under an Order Form, SAP may require Customer to enter into a revised EULA Acceptance Form.

5.4.3. Exclusions

Notwithstanding anything to the contrary, Customer will not be entitled to exercise this Switching Right:

a) For Cloud Services initially subscribed to prior to September 1st, 2025, where an EULA Acceptance Form executed after that date functions to restate or modify the Usage Metric / Volume of the Cloud Service;

b) to partially terminate a Cloud Service;

c) if the Data Act is repealed, in which case the Switching Right will no longer apply;

d) during any period in which the Data Act is suspended or its application delayed, in which case the Switching Right shall be unavailable for the duration of such delay or suspension; or

e) in the event the Data Act is amended in a manner that removes or materially limits Customer's right to switch, in which case the Switching Right shall cease to apply under this Agreement.

6. TERM AND TERMINATION

6.1. The Term of the Agreement is as stated in the EULA Acceptance Form. If an EULA Accetance Form indicates for a Cloud Service to qualify as an "Early Ending Item" ("EEI"), the Subscription Term for the EEI will automatically end at the product end date stated in the EULA Acceptance Form for such EEI.

6.2. Ordinary termination of the Agreement is excluded except as stated in the EULA Acceptance Form. Extraordinary termination rights and the right to termination for just cause remain unaffected. SAP reserves the right to terminate the Agreement for just cause in particular where Customer is repeatedly or seriously in breach of major contractual obligations (in particular in sections 2, 4, 11 and 12.2) or when partnership between SAP and Partner is terminated or the Partner fails to pay any due payment for such Agreement to SAP.

6.3. At the end of the Agreement:

a) Customer's right to use the Cloud Service and all SAP Confidential Information will end,

b) Confidential Information of the disclosing party will be retained, returned, or destroyed as required by the Agreement, subject to applicable law.

7. WARRANTIES BY SAP

7.1. Warranties by SAP

7.1.1. SAP warrants, for the Subscription Term, that the Cloud Service meets the specifications agreed in the Supplement and the Documentation and that the Cloud Service, where used by Customer as contractually agreed, does not infringe any third- party right. SAP will remedy any defects as to quality and defects in title in the Cloud Service in accordance with section 7.1.4. If SAP has failed to remedy the defect at the end of an additional time period of a reasonable length set in writing by Customer, and the suitability of the Cloud Service is consequently reduced to a more than just insignificant degree, Customer has the right of termination, which must be communicated in writing. If the suitability of the Cloud Service for use in accordance with the Agreement is reduced to a more than just insignificant degree, SAP will reduce the remuneration of the Partner, so the Partner can reduce the remuneration by an appropriate amount. Section 9 (Limitation of Liability) applies for wasted expenditure and damage compensation due to defects.

7.1.2. For Professional Services provided as works, SAP warrants that the Professional Service corresponds to the agreed service description and where used by Customer as contractually agreed does not infringe any third-party right. SAP will remedy defects in accordance with section 7.1.4. If defects have not been remedied at the end of an additional time period of a reasonable length set by Customer in writing, SAP will reduce the remuneration of the Partner, to enable Partner to reduce the payable remuneration for the Professional Service concerned by an appropriate amount or to withdraw with respect to the Professional Service. Section 9 (Limitation of Liability) applies for wasted expenditure and damage compensation.

7.1.3. If SAP fails to properly provide Professional Services which are not subject to acceptance, or if – with regard to Professional Services or the Cloud Service – SAP is otherwise in breach in an area other than liability for defects as to quality and defects in title, Customer must give notice of this failure or breach to SAP in writing and set an additional time period of a reasonable length, during which SAP has the opportunity to properly perform its duty or otherwise remedy the situation. Section 9 (Limitation of Liability) applies for wasted expenditure and damage compensation .

7.1.4. SAP shall remedy defects in the Cloud Service and for those Professional Services that are subject to acceptance by providing Customer with either a Cloud Service or new Professional Service, that is free of defects or, at its election, by eliminating the defects. One of the ways SAP may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the defect. In the event of defects in title, SAP shall elect to (i) procure for Customer the right to use the Cloud Service or Professional Service in accordance with the contract, or (ii) replace the Cloud Service or Professional Service or change it such that the accusation of breach no longer stands, whereby Customer's contractual use is not unreasonably impacted, or (iii) terminate the Agreement to this extent and reimburse the Partner, so the Partner can reimburse the Customer's remuneration paid in advance for the term remaining after the date of termination, and to pay wasted expenditure and/or damages subject to the limitations of section 9 (Limitation of Liability).

7.2. Customer must give notice of every breach to SAP in writing without delay and with a detailed description of the reason. Warranty rights resulting from defects as to quality and defects in title in Professional Services subject to acceptance expire one year after acceptance. Warranties for the Cloud Service apply accordingly to the support services.

8. THIRD PARTY CLAIMS

If a third party claims that Customer´s use of the Cloud Service or SAP Materials in accordance with the terms and conditions of the Agreement infringes its intellectual property rights, Customer must fully inform SAP in writing without delay. If Customer ceases to use the contractual Cloud Service or SAP Materials to mitigate loss or for other just reason, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer shall conduct court proceedings with the third party only with SAP's agreement or shall authorize SAP to assume sole conduct of the dispute. This applies mutatis mutandis in cases where a third party makes claims against SAP that are due to acts by Customer, the Authorized Users, or third-party provider access.

9. LIMITATION OF LIABILITY

9.1. SAP is liable in contract, tort, or otherwise for loss or wasted expenditure subject always as follows:

9.1.1. In cases of intent, SAP's liability extends to the full loss; in cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

9.1.2. In other cases, SAP is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following section 9.1.3. A breach of a major obligation in the meaning of this section 9.1.2 is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfillment.

9.1.3. Liability in cases under section 9.1.2 is limited to EUR 100.000,00 per incident, and to a total per contract year of EUR 300.000.

9.2. Contributory fault (e.g. breach of section 4 duties) may be claimed. The limits of liability in section 9 do not apply to personal injury liability or liability under local law goverging product liability.

9.3. All claims against SAP in contract, tort, or otherwise for loss or wasted anticipatory expenditure are barred after a period of one year. That period begins at the point in time specified in local law. The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this section 9.3 do not apply to liability for intent or gross negligence, liability for personal injury, or liability under local law governing product liability. The provisions in this section 9.3 do not affect the other time bar for claims arising out of defects as to quality and defects in title in section 7 (Warranties by SAP).

10. IP RIGHTS

10.1. Customer may only use the Cloud Services, Documentation and SAP Materials to the extent contractually agreed. As between Customer and SAP, all IP Rights therein, that are not expressly granted to Customer, are reserved to SAP, SAP SE, their Affiliates or licensors, including without limitation if those were created to address a requirement of or in collaboration with Customer or with Partner.

10.2. Except as stated otherwise in the Agreement, Customer retains all rights in and related to the Customer Data as between Customer and SAP. SAP may use Customer-provided trademarks solely to provide and support the Cloud Service and any agreed Professional Services.

11. CONFIDENTIALITY

11.1. With respect to any Confidential Information of the disclosing party obtained prior to and in the course of the performance of the Agreement, the receiving party shall

a) maintain forever all Confidential Information in confidence, taking steps to protect the Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, which shall not be less than a reasonable standard of care;

b) disclose or reveal any Confidential Information to any third party other that the Partner only to the extent this is necessary to enable the receiving party to exercise its rights or perform its obligations under the Agreement, and who is under obligations of confidentiality substantially similar to those in section 11;

c) not use or reproduce any Confidential Information for any purpose outside the scope of the Agreement; and

d) where technically feasible. retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions.

11.2. The receiving party may disclose the disclosing party's Confidential Information to the extent legally required; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

11.3. The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

a) is independently developed by the receiving party without reference to the disclosing party’s Confidential Information;

b) has become generally known or available to the public through no act or omission by the receiving party;

c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;

d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information, or

e) the disclosing party agrees in writing is free of confidentiality restrictions.

11.4. Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it, unless applicable law requires its retention. In this case, the Confidential Information shall continue to be subject to section 11.

11.5. Neither party shall use the name of the other party in publicity, advertising or similar activities without the prior written consent of the other. SAP may share information on Customer with SAP SE and its Affiliates for marketing and other business purposes. Insofar as this includes the provision and use of contact information of Customer’s contact persons, Customer will secure the appropriate permissions where necessary.

11.6. SAP may disclose Confidential Information of Customer to the Partner under obligations of confidentiality substantially similar to those this section 11.

12. MISCELLANEOUS

12.1. Amendments and additions to the Agreement and any contractually relevant notices as well as notices influencing a legal relation, such as termination notices, reminders, or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. The written form requirement can be met by exchange of letters or in the following electronic formats: facsimile transmission, e-mail transmission with scanned signatures, SAP Store, Docusign™ or any equivalent electronic process provided by SAP.

12.2. Export Laws / Trade Compliance

Each Cloud Service, Documentation and SAP Materials are subject to Export Laws. SAP and Customer shall comply with Export Laws in the performance of the Agreement. Customer, its Affiliates, and Authorized Users shall not use, directly or indirectly export, re-export, release, or transfer the Cloud Service, Documentation or SAP Materials in violation of Export Laws. Customer may not permit the use of the Cloud Service, Documentation or SAP Materials to any end user with whom transactions are prohibited by Export Laws. Customer, its Affiliates, and Authorized Users shall not access nor use the Cloud Service, Documentation or SAP Materials in or from any country or region in which SAP products and services are not available for use, direct or indirect export, re-export, release or transfer, as listed on https://www.sap.com/about/agreements/export-statements.html.

Upon SAP's request, Customer shall provide information and documents necessary to support SAP in obtaining an export authorization for the provisioning of the Cloud Service, Documentation and/or SAP Materials. Upon written notice to Customer SAP may terminate Customer's subscription to the affected Cloud Service if Export Laws prohibit SAP from providing the Cloud Service, Documentation and/or SAP Materials to Customer. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data.

12.3. SAP may provide notice of modifications under section 3.4.2 via Documentation, release notes or publication or via the Partner. System notifications and information from SAP relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, to the contact person named in the EULA Acceptance Form or made available via the SAP Support Portal.

12.4. Without SAP's prior written consent, Customer may not assign, delegate or otherwise transfer the Agreement (or any of its rights or obligations) to any third parties. SAP may assign the Agreement to SAP SE or any of its Affiliates.

12.5. The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement will be governed by the laws of Croatia. The United Nations Convention on Contracts for the International Sale of Good and any conflicts of law principles will not apply.

12.6. If Customer is a merchant, a legal entity under public law, or separate fund under public law, the sole place of jurisdiction for all differences arising out of or in connection with the Agreement shall be Zagreb.

12.7. The Agreement contains the entire legal binding statement between the parties concerning the object of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are superseded and replaced by the Agreement. Customer Purchase Orders are provided for administrative convenience only and do not become part of the Agreement.