

SAP LEARNING GENERAL TERMS AND CONDITIONS ("GTC")

1. DEFINITIONS

- 1.1. **"Affiliate"** means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than 50% of the entity's share or voting rights or such legal entity is Controlled by the Customer. "Control" means in reference to a legal entity is defined as the ability to solely direct the management of such legal entity and the right to appoint or remove all of the board of directors. For the avoidance of doubt, in no event may a third party have a veto right or any other right or ability to circumvent the sole control of Customer towards the Affiliate. Any legal entity will be considered an Affiliate for only such time as that interest or Control is maintained.
- 1.2. **"Agreement"** means collectively, in order of precedence, the Order, these GTC and any documents incorporated within.
- 1.3. **"Certification"** means an online exam to ascertain a certain level of knowledge and proficiency in SAP subject areas.
- 1.4. **"Confidential Information"** means all information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its Representatives designates as confidential, internal and/or proprietary at the time of disclosure; or (ii) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.
- 1.5. **"Course"** means classroom training delivered live either physically in person or virtually via the Internet.
- 1.6. **"Customer"** means the individual or company submitting an Order to SAP.
- 1.7. **"Export Laws"** means all applicable import, export control and sanctions, including but without limitation, the laws of the United States, the EU, and Germany.
- 1.8. **"Feedback"** means input, comments or from or on behalf of the Customer or any of its Affiliates to SAP, SAP SE or any other SAP Affiliate, or any reseller or representative thereof regarding SAP's business and technology direction or the possible creation, modification, correction, improvement or enhancement of the Cloud Services, SAP Software or Services (as applicable) purchased by the Customer.
- 1.9. **"Intellectual Property Rights"** means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and 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, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.10. **"Online Training"** means prerecorded training delivered virtually, e.g. SAP e-learning.
- 1.11. **"Order"** means either the SAP Learning order form, or the shopping cart on the SAP Learning web shop on <https://training.sap.com/>, which the Customer submits to SAP to procure the Training Event or Certification.
- 1.12. **"Representatives"** means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants or other professional advisors.
- 1.13. **"SAP"** means the SAP entity that has entered into this Agreement.
- 1.14. **"SAP Materials"** means any materials (including statistical reports) provided, developed or made available to Customer by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement. This includes but is not limited to the documentation and the delivery of any Training Event or Certification to the Customer. SAP Materials do not include Customer Confidential Information.
- 1.15. **"SAP SE"** means SAP SE, a parent company of SAP.
- 1.16. **"Taxes"** means all transactional taxes, levies and similar charges (and any related interest and penalties) such as local sales tax, value added tax, withholding tax, use tax, property tax, excise tax, service tax or similar taxes.
- 1.17. **"Training Event"** means either a Course or Online Training, or both.

2. BASIS OF ORDER

- 2.1. SAP grants to Customer a non-exclusive, non-transferable right to use the Training Event(s) or/and Certification(s).
- 2.2. An Order, once finalized and submitted to SAP, constitutes an offer by Customer to participate in the Training Events or Certifications specified in the Order, subject to these terms and conditions. Such offer becomes a binding agreement by SAP expressly confirming its acceptance (rather than an acknowledgment of receipt of Order) in writing to the Customer identified in the Order.

3. REGISTRATION AND DATES

- 3.1. Customer shall ensure that the Order is delivered to SAP at least 1 week before the start date of any Training Event or Certification.
- 3.2. SAP shall be entitled to refuse the provision of any Training Event or Certification where:
 - a) such Training Event or Certification is fully booked; or
 - b) such Training Event or Certification is cancelled.
- 3.3. In the above cases, SAP shall advise Customer as soon as practicable, offering Customer a suitable alternative date or alternative Training Event or Certification, as appropriate. Where no suitable alternative date for Training Event can be found, SAP shall return to Customer any payment it has made for the Training Event. The provisions of this Section are the Customer's sole and exclusive remedy.

4. DOWNLOAD AND ACCESS TO ONLINE TRAINING

- 4.1. Customer requires internet access. Access to Online Training, virtual Courses and Certification is only available online via an internet connection. Online Training and Certification participants must have an appropriate user identification to gain access and all names must be provided to SAP as needed.
- 4.2. Certain Online Training, but not all, may provide a restricted download capability. As soon as Customer opens the file through the Customer's computer, the copy protection key is validated through the Internet, and Customer can access the Online Training. Customer acknowledges that once the key is validated, the file cannot be copied to another computer.
- 4.3. Once access is established, an access notification will be provided to the contact identified in the Order or to the registrant via e-mail. Delivery shall be considered to be complete when SAP provides the Customer confirmation of access by e-mail.
- 4.4. Access to Online Training will be provided approximately 10 calendar days following the receipt of full payment for the Online Training. Access duration will start from the date the original access is established and last for the agreed duration detailed in the product description, Order or SAP Materials (as applicable).
- 4.5. Customer shall check the Online Training for completeness and notify SAP immediately in the event the Online Training is incomplete.

5. PRICE AND PAYMENT

- 5.1. Customer shall pay the price of the Training Event(s) or Certification(s) as stated in the then current SAP training catalogue and the Order. Unless otherwise so stated, all fees and other charges are subject to applicable Taxes, which will be charged in addition to fees under the Agreement. Any fees not paid when due shall accrue at the administrative fee of 12% per annum but not to exceed the maximum amount allowed by law.
- 5.2. SAP and Customer agree to comply with the applicable Tax law in force for the duration of the Agreement. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of this Agreement. If SAP is required to pay Taxes, Customer shall reimburse SAP for such amounts.
- 5.3. Notwithstanding the above, if the Customer is legally required to deduct withholding/any other type of taxes from any payment which is due to SAP, the Customer must promptly notify SAP at time of receiving invoice or when it becomes aware of such requirement, whichever is earlier and provide SAP with evidence of receipt by the relevant tax authority of any sum that the Customer has deducted as withholding tax/any other type of taxes and such other information or documents as SAP may reasonably require for purposes of obtaining any

available tax credit. Should the Customer, notwithstanding formal written demand to it by SAP, fail to furnish to SAP such receipt within a reasonable period for any reason other than the obvious delay of the issuing authority, then Customer shall be liable to pay to SAP the amount so deducted upon demand.

- 5.4. Customer hereby agrees to reimburse SAP for any taxes and tax related costs, administrative fees and penalties paid or payable by SAP as a result of Customer's non-compliance in regard to this Section or delay with its responsibilities herein.
- 5.5. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order. The payment method must be established at the time of Order for Online Training and Certification or at the time of registration or scheduling for Courses.
- 5.6. SAP reserves the right in addition to pass on any charges:
 - a) relating to credit or charge card charge backs; and
 - b) for any handling fees incurred by SAP in relation to bookings made by credit or charge card.SAP will notify Customer of the relevant charges prior to issue of a confirmation invoice.
- 5.7. All standard published Training Event or Certification fees are on a per student basis. For Courses, these fees include the price for instruction and training documentation.
- 5.8. Parking fees, if any, are not included in the Course price.
- 5.9. Provided that the full Course material has been covered there will be no refund of the price of the Course, either in whole or in part, should the Course finish earlier than originally scheduled.
- 5.10. If Customer is using a purchase order as the payment method, SAP requires the purchase order number at the time of Order for Online Training or Certification or at the time of registration or scheduling for Courses. For Courses, hard copies of the purchase order should be mailed to SAP to arrive no later than 10 calendar days before the start date of Course or the registration will be subject to cancellation.
- 5.11. Customer shall pay the full amount due prior to the start date of the Training Event or Certification. For Courses, payment must be received by SAP at least 14 calendar days prior to the start date of the Course(s) specified in the Order, or immediately upon placing the Order if placed less than 14 days prior to the start date of the Course.

6. TRAVEL COSTS AND EXPENSES

- 6.1. Course participants must make their own arrangements for accommodations. A list of hotels can be provided for most locations. Any information is provided solely for convenience. Please be advised that SAP does not control, promote, endorse, or assume any liability of any kind for or relating to any aspect of the services provided by any hotels, including, without limitation, their shuttle bus or other transportation services or the acts or omissions of their officers, employees, contractors, or other agents. Any use of hotel services including, without limitation, their shuttle bus or other transportation is at the discretion of the Customer and solely a relationship between the Customer and the hotel or transportation provider. In no event, including where Courses are cancelled, will SAP be liable for any accommodation costs.

7. PREREQUISITES AND CUSTOMER RESPONSIBILITIES

- 7.1. Customer shall ensure that all Course or Certification participants fulfil any and all of the Course or Certification prerequisites as communicated by SAP. SAP reserves the right to exclude a participant from attending any Course or Certification due to disruptive conduct, failure to observe any of SAP's rules of participation or failure to attend the prerequisite class or classes for a particular Course or Certification. No refund of fees shall be paid to Customer in such circumstances.
- 7.2. If special physical access is required for people with disabilities during the Course, SAP Learning must be notified at least 14 calendar days in advance of the Course in order to allow SAP to assess the requirements.
- 7.3. All SAP facilities are non-smoking environments. If non-smoking restrictions are violated, the offending participant may be excluded from attending the Course. No refund of fees shall be paid to Customer in such circumstance.

8. CANCELLATION

- 8.1. SAP reserves the right to cancel any Training Event or Certification at any time for any reason. SAP shall inform Customer of such cancellation and offer Customer an alternative Online Training or Certification option or, for Courses, an alternative Course date or a full refund of the price paid, at SAP's sole discretion.
- 8.2. Customer may not cancel Orders for Online Training or Certification. Once such Order is confirmed there are no refunds or cancellations.
- 8.3. Customer may cancel its registration for any Course subject to the following cancellation fees:
 - a) no charge shall be made where notice of cancellation is received by SAP at least 15 calendar days prior to the start date of the Course;
 - b) 50% of the price shall be charged where notice of cancellation is received by SAP between 7 and 14 calendar days prior to the start date of the Course;
 - c) the full price of the Course shall be charged where notice of cancellation is received within 6 calendar days or less prior to the start date of the Course.
- 8.4. SAP will confirm all Course cancellations or rescheduling requests by e-mail. If the Customer does not receive a confirmation of cancellation or rescheduling within 5 calendar days of the request, the Customer should call SAP Learning services to reconfirm. Financial responsibility remains with the Customer for all fees unless a proper cancellation or rescheduling request is received and confirmed by SAP prior to the start of the Course.
- 8.5. All cancellation and rescheduling fees will be charged to the same payment method used to procure the Course. In the event that any payment details have changed, it is the Customer's responsibility to provide SAP with updated details. Please note that cancellation charges applied to the SAP Preferred Card will be based on the price as agreed by SAP for the Course.
- 8.6. In case a participant is extremely dissatisfied with a Training Event or Certification, it shall provide SAP with written notice (in a form other than the post-course survey) of any details regarding such dissatisfaction, within 30 calendar days of completion of the applicable Training Event or Certification. Correspondence shall be addressed to the email address set forth in the Order Form. After receiving such notice, SAP may, in its sole discretion, determine if any remedy (such as a credit) is appropriate. SAP will not consider a possible remedy if such notice is not received within the 30 calendar days set forth above.

9. AMENDMENT AND SUPPORT OF CONTENT

- 9.1. SAP reserves the right to amend the content of any Training Event or Certification without notice to Customer to correct errors or where, at the sole discretion of SAP, such amendment is deemed not to fundamentally change the content of such Training Event or Certification. Online Training may be updated with new products or new solution releases. Customer's license is provided for Online Training in effect at the time of Order placement. Customer is not entitled to any future product releases but can elect to repurchase the new product for an additional fee.
- 9.2. Support is available per the access confirmation in the event an Online Training participant is having difficulty with accessing the content only, but not for questions about the SAP software or other consulting or training type advice. Coaching, training, or ask-the-expert type support on SAP solutions or solution releases is available from SAP separately and may be offered under a separate agreement.
- 9.3. Online Training does not include access to development or sandbox systems.

10. ADDITIONAL TERMS AND CONDITIONS

10.1. Learning Hub and Learning System Access

Orders of Learning Hub and Learning System Access services are governed by the General Terms and Conditions for SAP Cloud Services and the SAP Learning Hub and SAP Learning System Access Supplement, copies of which can be found at <http://www.sap.com/agreements> (SAP Cloud Services Customers > Find General Terms and Conditions; or SAP Cloud Services Customers > Find Product Supplement).

10.2. Certification

Orders for Certification are also governed by the SAP Learning Conditions for Participation Certification Program and SAP Service Description for Certification in the Cloud Volume Package which can be found at <http://www.sap.com/agreements> (SAP Services Agreements > SAP Learning – Certification or Certification in the Cloud, Volume Package).

10.3. Health and Safety

For Courses that are delivered on site, health and safety measures may be applicable to that site. If SAP requires special health and safety measures it will inform Customer in advance of the Course via email. Non-compliance with any health and safety measures will be considered a cancellation by Customer. Similarly, if Customer requires special health and safety measures to be complied with at its site, it will notify SAP at the time of booking.

11. TERM AND TERMINATION

11.1. Term

The Agreement becomes effective as of the date of the express Order confirmation by SAP (“**Effective date**”) in accordance with Section 2.2 and shall continue until all services under the Order are completed unless terminated earlier in accordance with these GTCs (“**Term**”).

11.2. Termination of Agreement

11.2.1. Either party may terminate the Agreement:

- a) for cause upon 30 days’ prior written notice of the other party’s material breach of any provision of the Agreement (including Customer’s failure to pay any money due hereunder within 30 days of the payment due date) unless the breaching party has cured such breach during the 30 day period;
- b) immediately if the other party files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or otherwise materially breaches Section 16 of these GTCs.

11.2.2. SAP may terminate the Agreement immediately if Customer breaches 19.5. or 19.7.

11.3. For the avoidance of doubt the parties agree that a court order is not required to terminate this agreement for any reason specified under this Agreement.

11.4. Effect of Termination

Upon any termination hereunder, Customer and its Affiliates shall immediately cease all use of SAP Materials and Confidential Information. In the event of any termination hereunder, Customer shall not be entitled to any refund of any payments made by Customer. Termination shall not relieve Customer from its obligation to pay fees that remain unpaid.

11.5. Survival

Sections 1, 5, 8, 11, 13, 14,15, 16,18, 19 will survive the expiry or termination of the Agreement.

12. WARRANTY

12.1. SAP does not warrant the accuracy or completeness of Training Events or Certification, nor any links or the information, text, graphics, links, or other items contained within SAP Materials.

12.2. SAP assumes no responsibility for errors or omissions in the information provided by the Customer in relation to Training Events or Certification. It is the Customer’s duty to verify such information.

12.3. With respect to material defects in the Online Training, and as Customer’s sole remedy for any material defect in the Online Training, SAP in its sole judgment, may:

- a) decide to eliminate such material defects; or
- b) make a replacement delivery; or
- c) indicate a reasonably acceptable way to avoid the impact of such material defect.

- 12.4. In the case of Course being delivered remotely using the Customer's network infrastructure and the Citrix Secure Gateway to access SAP's standard training systems located at an SAP site, SAP will support Customer in testing Customer's network infrastructure prior to delivery of the Course. Customer shall be solely responsible for any resulting adverse effects on Course delivery due to network and/or access issues during the Course.

13. THIRD PARTY CLAIMS

13.1. Claims brought against Customer

- 13.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third-party alleging that Customer's and its Affiliates' use of the Training Event or Certification infringes or misappropriates a patent claim, copyright or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

13.1.2. SAP's obligation under Section 13.1.1 will not apply if the alleged claim results from:

- a) use of Training Event or Certification in conjunction with any other software, services or any product that SAP did not provide;
- b) use of Training Event or Certification provided for no fee;
- c) Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice;
- d) any use of Training Event or Certification not permitted under the Agreement.

13.1.3. If a third party makes a claim under Section 13.1.1 or in SAP's reasonable opinion is likely to make such a claim, SAP may, at its sole option and expense:

- a) procure for Customer the right to continue using the Training Event or Certification under the terms of the Agreement; or
- b) replace or modify the Training Event or Certification to be non-infringing without material decrease in functionality. Customer agrees to promptly use any update to Software provided by SAP.

13.1.4. If one of these options are not reasonably available, SAP or Customer may terminate the right of use relating to the affected Training Event or Certification upon written notice to the other.

13.1.5. SAP expressly reserves the right to cease such defense of any claim(s) in the event the applicable Training Event or Certification is no longer alleged to infringe or misappropriate the third party's rights.

13.2. Claims Brought Against SAP

Customer shall defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to:

- a) any Customer use of the Training Event or Certification in violation of any applicable law or regulation; and
- b) an allegation that the Customer's use of the Training Event or Certification or anything Customer has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party.

The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its named users or by the conduct of a third party using Customer's access credentials.

13.3. Third Party Claim Procedure

All third party claims under Sections 13.1 and 13.2 shall be conducted as follows:

- a) The party against whom a third party claim is brought (the "**Named Party**") will timely notify the other party (the "**Defending Party**") in writing of any claim. The Named Party will reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party, subject to section 13.3 b) below.
- b) The Defending Party will have the right to fully control the defense.

- c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.

13.4. Exclusive Remedy

The provisions of this Section state the sole, exclusive and entire liability of the Defending Party, its Affiliates, and subcontractors to the Named Party, and is the Named Party's sole remedy, with respect to covered third party claims and to the infringement and misappropriation of third party intellectual property rights.

14. LIMITATIONS OF LIABILITY

14.1. SAP will not be liable for any Customer activities not permitted under this Agreement including without limitation to the extent that any liability arises from:

- a) any Service provided for no fee;
- b) if the Training Event or Certification is not used in accordance with the documentation;
- c) if the defect or liability is caused by Customer modification or third party software;
- d) if the Training Event or Certification is used in conjunction with any third party software for which the Customer lacks sufficient rights from the third party vendor for such use;
- e) for any Customer activities not permitted under the Agreement.

14.2. Exclusion of damages:

14.2.1 Subject to sections 14.2.2, 14.2.3 and 14.2.4 below and regardless of the basis of liability (whether arising out of breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty or claims by third parties, willful misconduct or otherwise) neither SAP or Customer shall be liable to the other or any other party for any of the following types of loss or damage arising under or in relation to this Agreement:

- a) (i) loss of profits or revenue; (ii) loss of business; (iii) loss of or damage to data; (iv) loss of goodwill; (v) losses from computer failure or malfunction; (vi) legal fees; (vii) interest or exemplary or punitive damages, or (viii) loss of anticipated savings; and regardless of whether any such loss or damage listed in this sub-section (a) is direct, indirect, special, incidental or consequential;
- b) indirect, special, incidental or consequential loss or damages and whether or not the other party had been advised of the possibility of such loss or damage.

14.2.2 Subject to sections 14.2.1, 14.2.3 and 14.2.4 and regardless of the basis of liability (whether arising out of breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty or claims by third parties, willful misconduct or otherwise) the maximum aggregate liability of each party (or its respective Affiliates or SAP's licensors) to the other or any other party, will not exceed, (i) the fees paid for the applicable Services under the relevant Order Form; or (ii) in the case of subscription based Services (including managed services), the fees paid in the twelve (12) month period preceding the date of the incident giving rise to the liability.

14.3. Disclaimer

Except as expressly provided in the Agreement, neither SAP or its subcontractors or licensors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the quality, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error-free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining the Training Event or Certification.

15. INTELLECTUAL PROPERTY RIGHTS

15.1. SAP Ownership

15.1.1. Customer only receives a right to use Training Events and/or Certification pursuant to the terms hereof.

15.1.2. Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and any derivative works of the Training Event(s) or Certification(s) and other SAP Materials.

15.1.3. Customer shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

15.2. Protection of Rights

Except for any rights expressly granted to Customer under the Agreement Customer shall not:

- a) copy, translate, disassemble, decompile, make derivative works, reverse engineer or be permitted to modify Training Event(s) or Certification(s) or any SAP Materials (or attempt any of the foregoing);
- b) circumvent or endanger the operation or security of Training Event(s) or Certification(s); or
- c) remove SAP's copyright and authorship notices.

15.3. Use of SAP Materials

Every person using SAP Materials must be licensed under these terms and conditions for accessing, downloading, or using the SAP Materials. Employees and others who have access to the SAP Materials must be informed of SAP's intellectual property and rights of authorship and their duty to conform to laws governing intellectual property rights. Customer shall carefully safeguard the SAP Materials that have been made available to the Customer or Training Event or Certification participants, to prevent their misuse. Customer is permitted to use the SAP Materials only for its own internal training purposes and only for those who have registered for the relevant Training Event or Certification under this Agreement. SAP Materials are confidential and proprietary information of SAP and Customer agrees not to disclose this information to any third party or use such information except as expressly permitted herein.

15.4. Consequences of Breach

15.4.1. Customer acknowledges that it is illegal and a violation of this Agreement to copy or distribute SAP Materials download online products, links, S-Users, or passwords among non-licensed persons.

15.4.2. Customer acknowledges that SAP shall be entitled to seek injunctive relief for any breach of this agreement by Customer from which irreparable harm would ensue.

15.4.3. In the event Customer breaches any provision of this Agreement and fails to cure such breach within a reasonable time (in any case no more than 10 days) after receipt of written notice from SAP, SAP shall have the right to immediately terminate this Agreement and Customer's right to use the products licensed hereunder. Upon any such termination, Customer shall immediately cease use of such products, delete and destroy any tangible or electronic embodiments of such information in its possession, and certify in writing to SAP that the foregoing has been completed.

16. CONFIDENTIALITY

16.1. Use of Confidential Information

16.1.1. The receiving party shall:

- a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own similar Confidential Information, which shall not be less than a reasonable standard of care;
- b) not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section;
- c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and
- d) retain any and all confidential, internal or proprietary notices or legends which appear on the original and on any reproductions.

16.1.2. Customer shall treat all information about the Agreement, its terms and conditions, the pricing or any other facts relating thereto as Confidential Information of SAP and protect the same from disclosure to third parties in accordance with Sections 16.1.1 and 16.2.

16.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section.

16.2. Compelled Disclosure

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; 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 and its Representatives 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.

16.3. Exceptions

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 use or reference to the disclosing party's Confidential Information;
- b) has become generally known or available to the public through no breach 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.

16.4. Destruction and Return of Confidential Information

Upon the disclosing party's request or the effective date of expiration or termination of the Agreement, except to the extent it is legally entitled or required to retain the Confidential Information, the receiving party shall promptly destroy or return to the disclosing party, at the disclosing party's election, all materials containing the disclosing party's Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media), provided, however that:

- a) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and
- b) the receiving party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems that are not generally accessible, in accordance with general systems archiving or backup policies.

16.5. Publicity

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHERE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

17. DATA PROTECTION AND PRIVACY

17.1. Information as to how SAP is using personal data where its acts as a data controller (e.g. of the Customer's representative who executes the Order or where participants have to directly register themselves with SAP) can be found in the SAP Learning Privacy Statement at <https://training.sap.com/about/legal/privacy>.

- 17.2. Where SAP is processing personal data on behalf of the Customer (e.g. where SAP is registering participants for a Training Event or Certification on behalf of the Customer), the terms of SAP's Data Processing Agreement available at <https://www.sap.com/about/trust-center/agreements/services.html> shall apply and which is made part of this Agreement and executed by the Customer and SAP by entering into the Order.

18. FEEDBACK

Customer may at its sole discretion and option provide Feedback. In such instance, SAP, SAP SE and its Affiliates may in its sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

19. MISCELLANEOUS

19.1. Severability

If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement. The invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in cases of contractual gaps.

19.2. Third Party Beneficiaries

Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to or otherwise in favor of any person not a party hereto.

19.3. No Waiver

A waiver of any breach or obligation of the Agreement is not deemed a waiver of any other breach or obligation.

19.4. Counterparts

The Agreement may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one Agreement. Electronic signatures via DocuSign or any other form as determined by SAP are deemed original signatures.

19.5. Trade Compliance

- 19.5.1. SAP and Customer shall comply with Export Laws in the performance of this Agreement. SAP Materials and Confidential Information are subject to Export Laws. Customer, its Affiliates and authorized users shall not directly or indirectly export, re-export, release, or transfer SAP Materials and Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws, including obtaining any required export authorizations if Customer exports or re-exports SAP Materials. Customer must not use the Software or SAP Support from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) and Syria.

- 19.5.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. SAP may immediately terminate Customer's rights in relation to the affected Training Event or Certification upon written notice to Customer if:

- a) the competent authority does not grant such export authorization within 18 months, or
- b) Export Laws prohibit SAP from providing the Training Event or Certification to Customer.

19.6. Notices

All notices will be in writing and given when delivered to the address set forth in the Order. Notices from SAP to Customer may be in the form of an electronic notice to the Customer's authorized representative or administrator.

19.7. Assignment

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 party. SAP may assign the Agreement to SAP SE or any of its Affiliates.

19.8. Subcontracting

SAP may use subcontractors to provide all or part of Training Event(s) or Certification(s) under the Agreement. SAP is responsible for breaches of the Agreement caused by its subcontractors in relation to SAP Learning services and the performance of any subcontractor to the same extent as if it would be performed by SAP.

19.9. Relationship of the Parties

The parties to the Agreement are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

19.10. Force Majeure

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

19.11. Governing Law

19.12. The Agreement and any claims relating to its subject matter shall be governed by and construed under the laws of England, without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

19.13. Arbitration

Except for the right of either party to apply to a court of competent jurisdiction for injunctive, or other equitable relief, any dispute or claim arising out of or relating to this Agreement, shall be settled by arbitration in Dubai International Financial Center in United Arab Emirates in accordance with the rules of arbitration of the London Court of International Arbitration (LCIA). The language to be used in the arbitration shall be English. One or more arbitrators appointed in accordance with the following: (i) Arbitration by One Arbitrator: If the parties agree to a one-arbitrator, the parties shall agree upon and appoint an arbitrator, after first ascertaining that the appointee consents to act, within thirty (30) days from the date on which written notice of referral to arbitration by one party is received by the other party (the "Notice Date") or (ii) Arbitration by Three Arbitrators: If the parties are unable to agree on a one-arbitrator, or, having so agreed, are unable to agree on the arbitrator within thirty (30) days from the Notice Date, then the arbitration shall be conducted by and before three (3) arbitrators, who shall be appointed as follows. Each party shall appoint one arbitrator, after first ascertaining that the appointee consents to act, and notify the other party in writing of the appointment within sixty (60) days from the Notice Date. The appointed arbitrators shall agree upon and appoint the third arbitrator, who shall be the chairman, after first ascertaining that the appointee consents to act, and notify the parties in writing of the appointment within ninety (90) days from the Notice Date. The chairman shall be a qualified lawyer, and the other arbitrators shall have a background or training in computer law, computer science, or marketing of computer products. The arbitrators shall have the authority to grant injunctive relief, in a form substantially similar to that which would otherwise be granted by a court of law. The parties irrevocably agree to submit to arbitration and the parties each agree that any award made by the arbitrators shall be enforceable in any country, without further inquiry into the disputed matters which are the subject of the award. The provisions of this section shall survive termination of this Agreement.

19.14. Limitation Period

Customer must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one year from the date when Customer knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

19.15. Entire Agreement

This Agreement constitutes the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, communications, arrangements, promises, assurances, warranties, representations and understandings between the parties (both oral and written) relating to that subject matter and no agreement, communication, arrangement, promise, assurance, warranty, representation, discussion, collateral contract or understanding of any kind, oral or written, shall be binding upon the parties unless incorporated herein. Each party acknowledges and agrees that in entering into this Agreement it has not relied on and shall have no remedy in respect of any agreement, communication,

arrangement, promise, assurance, warranty, representation, discussion, collateral contract or understanding (whether negligently or innocently made) except those expressly set out in this Agreement. Each party agrees that it shall have no rights or remedies which, but for this section, might otherwise be available to it in respect of any such agreement, communication, arrangement, promise, assurance, warranty, representation, understanding, discussion, collateral contract or understanding; in any such case whether made innocently or negligently or otherwise. Nothing in this Agreement shall limit or exclude the liabilities or the rights or remedies of either party that cannot be limited or excluded by law.

This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Customer to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal-and-agent relationship.