SAP Education Preferred Card Terms and Conditions

SAP America, Inc.

1. DEFINITIONS

1.1 Capitalized terms used in this document are defined in the Glossary.

2. PREFERRED CARD

2.1 Details of the SAP Education Preferred Card procured from SAP by Customer are contained in the Order Form.

2.2 Commitment Value: Customer must make at least the minimum expenditure on training services from SAP ("Commitment Value") during the Contract Term. The Commitment Value is specified in the 'Commitment Value' section of the Order Form.

2.3 Bonus: Subject to the Customer paying the Preferred Card Fee in full as detailed in the Section titled 'Price and Payment', Customer will receive the Bonus specified in the 'Bonus' section of the Order Form. The Bonus is not counted towards calculation of the required Commitment Value. The Bonus cannot be used to pay for Travel & Expense costs.

2.4 Preferred Card Value: The initial Preferred Card Value is calculated by adding together the Commitment Value and the Value of Bonus. The Preferred Card Value will decrease as Customer's purchases and reservations are made using the SAP Education Preferred Card.

3. PRICE AND PAYMENT

3.1 Price: The price of the SAP Education Preferred Card is the Preferred Card Fee specified in the 'Preferred Card Fee' section of the Order Form and payment is due in accordance with the Order Form.

3.2 Purchase Order: Customer must submit to SAP a purchase order for the full amount of the Preferred Card Fee at the same time it returns a signed copy of the Order Form to SAP.

3.3 Invoicing: Customer will be invoiced for the full Preferred Card Fee after SAP's receipt of the Order Form signed by the Customer and a valid purchase order.

3.4 Restrictions:

- **(a)** No credits: Nothing in this Agreement will affect any previous orders made by Customer with SAP for training services. Customer cannot use the SAP Education Preferred Card to pay for training services ordered or delivered prior to the start of the Contract Term or after expiration of the Contract Term, regardless of whether the same or similar training services are included in the scope of the SAP Education Preferred Card licensed under this Agreement.
- **(b)** No refunds or carry-over: The Preferred Card Value must be used within the Contract Term. No refunds can be made in relation to Preferred Card Value that is not used by Customer within the Contract Term. The Preferred Card Value cannot be carried over after the Contract Term has expired. The Preferred Card Value cannot be transferred to another SAP Education Preferred Card.
- **(c)** No Extension or Top-up: Customer shall be entitled to purchase additional separate SAP Education Preferred Cards; however Customer is not allowed to extend or top-up individual SAP Education Preferred Cards.

3.5 Payment for purchases and reservations using the SAP Education Preferred Card: Customer must quote its SAP Education Preferred Card identification number when making purchases or reservations for training services. Provided that the Customer has enough Preferred Card Value to cover the full price, no invoice will be presented by SAP to Customer for payment of such

purchases or reservations. The relevant price amount will be deducted from the Preferred Card Value. If there is not enough remaining Preferred Card Value to cover the full price amount of the transaction, SAP will invoice the Customer for the price amount calculated after the remaining Preferred Card Value has been applied to the transaction.

4. DURATION

4.1 Fixed Term: This Agreement is concluded for a fixed term specified in the 'Contract Term' section of the Order Form. Neither Party can terminate this Agreement for convenience, however any rights of termination for cause remain unaffected.

4.2 Expiration: After expiration of the Contract Term the SAP Education Preferred Card will cease to be valid and any unused Preferred Card Value will be reset to zero.

5. PREFERRED CARD SCOPE AND APPLICATION

5.1 Eligible Services: Subject to the Section titled 'Restrictions', the Preferred Card Value can be used to pay for the following items provided in North America: (i) Single e-learnings; (ii) E-Academies; (iii) Certification; (iv) Classroom training; (v) On Premise live learning; (vi) Virtual live learning; and (vii) Customer Specific Training.

5.2 Excluded Services: Preferred Card Value cannot be used for purchasing: (i) consulting services; (ii) software licenses; (iii) Learning Hub or bundles including Learning Hub; and (iv) Live Access or bundles including Live Access.

5.3 Customer receipt: On receipt of Customer's Preferred Card Fee, SAP shall issue Customer with:

(a) written acknowledgement of Customer's purchase of an SAP Education Preferred Card;
(b) a unique Customer SAP Education Preferred Card identification number;
(c) an on-line account; and
(d) confirmation of the Bonus.

5.4 SAP Customer ID: The parties agree that purchases and reservations using the SAP Education Preferred Card shall be applied exclusively to the SAP customer ID specified in the Order Form and the training services shall be used solely by Users.

5.5 Contract Term: The Customer shall be entitled to the benefits of the SAP Education Preferred Card for the Contract Term defined in the Order Form, which shall begin on the later of:

(a) the date upon which SAP receives a signed Order form and purchase order from the Customer; or
(b) the date upon which SAP receives the SAP Preferred Card Fees.

In the event that the date SAP receives payment of the SAP Preferred Card Fee is any longer than 3 months after SAP's receipt of the Customer's signed Order Form, SAP reserves the right to reject the Customer order for the SAP Education Preferred Card in which case no Agreement shall be made.

5.6 Decision making: Customer shall designate, in the 'Administration details' section of the Order Form, a contact person with appropriate standing and qualifications to be available to SAP to provide necessary information relating to the Agreement and who is authorized by the Customer to make necessary decisions on behalf of the Customer.

5.7 Reservations: Customer must make express reference in writing to the SAP Education Preferred Card identification number when making reservation requests for training services to SAP. Reservations are not effective until confirmed by SAP. Purchase of the SAP Education Preferred Card does not guarantee Customer participation in any specific course or event on any specific date, nor does it provide Customer with priority booking status for any specific course or event on any specific date. Reservation requests will be handled in the order that they are received by SAP

and will be booked according to the availability of the respective subscriber spaces. The Preferred Card Value can be used for all public courses that have been confirmed by SAP. However, confirmation of some courses is dependent on the number of signed up participants for that course and SAP reserves the right when, and if, to confirm and run a course.

5.8 Cancellations: Cancellation requests for classroom events must be sent in writing to SAP. Cancellation fees detailed at the "terms and conditions" section of the SAP Training Site will apply to cancellations. For avoidance of doubt, where the terms and conditions on the SAP Training Site refer to a "total class fee", for the purposes of calculating the cancellation fee due to SAP pursuant to this Section the "total class fee" shall be deemed to refer to the full published list price for that course, which the Customer would have paid to SAP for registration on the course had the Customer not registered using the SAP Education Preferred Card. The cancellation fee shall be charged by SAP even if the Customer later reschedules the individual designated User for an alternative date. Cancellation fees will be deducted from the SAP Preferred Card Value.

5.9 Additional Terms and Conditions: Each of the training services procured using the SAP Education Preferred Card are subject to their own separate respective terms and conditions, copies of which are available from SAP when ordering the training services. By making reservation requests or by using any of the training services, Customer agrees to those additional terms and conditions with respect to each training service. In the event of conflict between the terms and conditions for the training services and the terms detailed within this Agreement, the terms of this Agreement shall take precedence.

6. CONFIDENTIALITY

6.1 Use of Confidential Information:

(a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Users 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. Customer will not disclose the Agreement or the pricing to any third party.

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

(c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

6.2 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 reference to the disclosing party's Confidential Information,

(b) is generally available to the public without breach of the Agreement by the receiving party,

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

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

6.3 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, SAPPHIRE 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.

7. DATA PROTECTION

Customer agrees to the collection, processing, and use of its personal data to the extent necessary for processing reservation requests and orders.

8. LIMITATION OF LIABILITY

8.1 Unlimited Liability:

Neither party will exclude or limit its liability for damages resulting from:

(a) unauthorized use or disclosure of Confidential Information,
(b) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,
(c) death or bodily injury arising from either party's gross negligence or willful misconduct, or
(d) any failure by Customer to pay any fees due under the Agreement.

8.2 Liability Cap: Subject to the Sections titled 'Unlimited Liability' and 'Exclusion of Damages', the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in the Contract Term will not exceed the fees paid for the SAP Education Preferred Card for that Contract Term.

8.3 Exclusion of Damages:

Subject to the Section titled 'Unlimited Liability':

(a) neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and
(b) SAP will not be liable for any damages caused by any training service provided for no fee.

8.4 Risk Allocation: This Agreement allocates the risks between SAP and Customer in relation to the SAP Education Preferred Card. The Preferred Card Fee reflects this allocation of risk and limitations of liability.

9. MISCELLANEOUS

9.1 Severability: If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

9.2 No Waiver: A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

9.3 Electronic Signature: Electronic signatures that comply with applicable law are deemed original signatures.

9.4 Governing Law: The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in the Commonwealth of Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one calendar year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise

to the claim(s).

9.5 Agreement: The Agreement may be modified solely in writing signed by both parties. The Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order. The components of the Agreement are the Order Form, this Terms and Conditions document and any documents referenced therein.

Glossary

1. "Affiliate" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

2. "Agreement" means these SAP Education Preferred Card Terms and Conditions and the Order Form signed and agreed between the Parties.

3. "Bonus": the bonus described in the Section titled 'Bonus'.

4. "Business Partner" means a legal entity that requires use of a training service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

5. "Commitment Value" is a prepayment value and Customer commitment to a minimum value of expenditure, as detailed in the Section titled 'Commitment Value'.

6. "Confidential Information" means:

- **(a)** with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and
- **(b)** with respect to SAP: (i) the Learning Hub and Live Access products as well as the SAP training services, and (ii) information regarding SAP research and development, product offerings, pricing and availability.
- **(c)** Confidential Information of either SAP or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

7. "Contract Term" means the fixed term period in which the SAP Education Preferred Card is valid, as specified in Section titled 'Contract Term' and in the Order Form.

8. "Customer" means the party other than SAP that has entered into this Agreement.

9. "Customer Data" means any content, materials, data and information from Users. Customer Data and its derivatives will not include SAP's Confidential Information.

10. "Glossary" means this current section of the Agreement.

11. "Order Form" means the document entitled ''SAP Preferred Card Order Form' agreed and signed by the parties, under which the Customer has ordered the SAP Education Preferred Card from SAP.

12. "Preferred Card Value" is the amount specified in the 'Preferred Card Value' section of the Order Form and is calculated by adding together the Commitment Value and the Value of Bonus.

13. "Preferred Card Fee" is the Commitment Value plus added sales tax.

14. "SAP" means the SAP entity that has entered into this Agreement, as well its Affiliates.

15. "SAP Education Preferred Card" is the prepayment card being procured under the terms of this Agreement.

16. "SAP Training Catalogue" means the catalogue published by SAP containing details of SAP training courses and services.

17. "SAP SE" means SAP SE, the parent company of SAP.

18. "Section" means a specified section of these terms and conditions.

19. "Training Site" means www.sap.com/training-certification

20. "Travel & Expense costs" are additional costs incurred by SAP training consultants for travel and miscellaneous costs.

21. "User" means any individual to whom Customer grants access credentials to use a training service that is an employee, agent, contractor or representative of:

(a) Customer,
(b) Customer's Affiliates, and/or
(c) Customer's and Customer's Affiliates' Business Partners.

22. "Value of Bonus" means the amount indicated in the Order Form, which is calculated by multiplying the Commitment Value and the Bonus.