GENERAL TERMS AND CONDITIONS FOR SAP SOFTWARE AND SUPPORT ("GTCs")

1. DEFINITIONS

1.1. "**Add-on**" means any development that adds new and independent functionality, but does not modify existing SAP functionality, and is developed using SAP application programming interfaces or other SAP code that allows other software products to communicate with or call on SAP Software.

1.2. "**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. Any legal entity will be considered an Affiliate for only such time as that interest is maintained.

1.3. "**Agreement**" means the agreement as defined in the Order Form.

1.4. "**Business Partner**" means a legal entity that requires access to the Software in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers or suppliers of Customer and its Affiliates.

1.5. "**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its Representatives designates 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 the circumstances surrounding its disclosure; including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.

1.6. "**Designated Unit**" means information technology devices (e.g., hard disks or central processing units) identified by Customer pursuant to the Agreement that have been officially made known to the public as appropriate for Use or interoperation with the Software.

1.7. "**Documentation**" means SAP's then current technical and functional documents (for the licensed Software) located at https://help.sap.com or made available to the Customer as part of the Software.

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

1.9. "**Feedback**" means input, comments or suggestions 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 Software or SAP Support.

1.10. "**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.

1.11. "**Modification**" means:

a) a change to the delivered source code or metadata; or

b) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of SAP data structures; or

c) any other change to the Software (other than an Add-on) utilizing or incorporating any SAP Materials (defined below).

1.12. "**Order Form**" means the applicable ordering document for Software and/or SAP Support that references these GTC.

1.13. "**Representatives**" means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants or other professional advisors.

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

1.15. "**SAP Materials**" means any software, programs, tools, systems, data or other materials (including statistical reports) provided, developed or made available by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement. This includes but is not limited to the Software, SAP Support and Documentation delivered to Customer. SAP Materials do not include Customer Confidential Information.

1.16. "**SAP Support**" means SAP's then current support offering made available to Customer, as stated in the Order Form.

1.17. "**Software**" means:

a) all software products licensed and delivered to Customer under an Order Form;

b) any new releases, updates or versions thereof made available by SAP under the Agreement; and

c) any complete or partial copies of any of the foregoing.

1.18. "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.

1.19. "**Third Party Software**" means:

a) any and all software products and content licensed to Customer under the Agreement identified as a third party product in the Order Form and delivered to Customer;

b) any new releases, updates or versions thereof made available under the Agreement; and

c) any complete or partial copies of any of the foregoing.

1.20. "**Use**" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

1.21. "**Use Terms**" means the Software Use Rights document as defined in the Order Form.

2. USE RIGHTS AND RESTRICTIONS

2.1. Grant of Rights

2.1.1. SAP grants to Customer a non-exclusive, non-transferable, perpetual (except for subscription based licenses) license to Use the Software and other SAP Materials at specified site(s) solely for Customer's and its Affiliates' internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations, unless terminated in accordance with the terms of the Agreement. Customer may Use Software and SAP Materials world-wide, except in or from countries where such use is prohibited by Export Laws.

2.1.2. Customer may permit Business Partners to Use Software through screen access only, solely in conjunction with Customer's Use, and may not Use Software to run any of Business Partners' business operations. Customer is responsible for breaches of Agreement caused by Business Partners.

2.1.3. Customer shall not (other than for the purposes of Use by or for Affiliates permitted under this Agreement):

a) use SAP Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training);

b) lease, loan, resell, sublicense or otherwise distribute SAP Materials;

c) distribute or publish keycode(s);

d) make any Use of or perform any acts with respect to SAP Materials other than as expressly permitted in accordance with the terms of Agreement;

e) use Software and components other than those specifically identified in Order Form, even if it is also technically possible for Customer to access such components.

2.1.4. Customer agrees to install the Software only on Designated Units located at Customer's facilities and in Customer's direct possession. With advance written notice to SAP, the information technology devices may also be located in the facilities of an Affiliate and be in the Affiliate's direct possession. Customer must be appropriately licensed as stated in Use Terms for any individuals that Use the Software, including employees or agents of Affiliates and Business Partners. Use may occur by way of an interface delivered with or as a part of the Software, a Customer or third party interface, or another intermediary system. If Customer receives licensed Software that replaces previously licensed Software, its rights under the Agreement with regard to the previously licensed Software end when it deploys the replacement Software for Use on productive systems following a reasonable testing period. At the date the rights to the previously licensed Software end, Customer shall comply with Section 11.4 of the GTCs with respect to such previously licensed Software.

2.2. Affiliate Use

2.2.1. Affiliates' Use of Software and other SAP Materials to run their internal business operations as permitted under Section 2.1.1 is subject to the following:

a) Customer ensures that the Affiliate agrees in writing to comply with the terms of Agreement; and

b) a breach of the terms of Agreement by Affiliate shall be considered a breach by Customer.

2.2.2. If Customer has an Affiliate with a separate software license and/or SAP support agreement with SAP SE, any SAP SE Affiliate (including SAP) or any other distributor of SAP software ("**Separate Agreement**"), the Software must not be Used to run such Affiliate's business operations and such Affiliate will not receive any SAP Support services under Agreement even if the Separate Agreement has expired or is terminated.

2.3. Services Providers

With SAP's prior written consent, Customer may permit services providers to access the Software solely for the purpose of providing hosting, facility, implementation, systems, application management or disaster recovery services to Customer in connection with the business of Customer or any of its Affiliates for which the Software is herein licensed, provided that:

a) these rights will continue only while Customer and such services provider have in place a written agreement that includes provisions requiring such services provider's compliance with the terms of this Agreement prior to such access, including, without limitation, non-disclosure of SAP Confidential Information;

b) Customer must be appropriately licensed for all employees of such services provider authorized to access Software;

c) such services provider shall be permitted to Use the Software solely to install, configure, manage and/or host the Software in accordance with the business of Customer as set forth herein (or in the case of a disaster recovery vendor, to provide disaster recovery services only);

d) under no circumstances may such services provider Use Software to operate or provide processing services to any other party, or in connection with such services provider's own business operations;

e) Customer shall be responsible for any additional Software, migration tools, or third party software needed to effect such transition; and

f) Customer expressly agrees to indemnify SAP, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable legal fees) suffered by SAP arising from a breach by the services provider of the conditions of this Agreement.

Upon SAP request, Customer shall provide written confirmation to SAP that items a)-d) are fulfilled.

2.4. Verification

2.4.1. SAP may audit (at least once annually) Customer's usage of SAP Materials. Audits may be at Customer's site or remote. Customer shall cooperate reasonably with audits. Customer can conduct the measurement itself using the unaltered tools and self-declaration forms provided by SAP for that purpose. The self-declaration form is to be completed independently of technical measurement. The result of the measurement is to be transmitted online via the interfaces from Customer's system(s) to SAP, or in a machine-readable format according to instruction provided by SAP. Notwithstanding such self measurement by Customer, SAP may nevertheless directly audit Customer's usage of SAP Materials.

2.4.2. If an audit reveals that:

a) Customer has underpaid license fees or SAP Support fees (or both); or

b) Customer has Used Software in excess of the license quantities or levels stated in Order Form,

then Customer shall pay such underpaid fees or for such excess usage based on the SAP price list in effect at the time of the audit. Customer shall execute an additional Order Form to license additional quantities or levels.

2.4.3. If audit results indicate usage in excess of the licensed quantities or levels then reasonable costs of SAP's audit shall be paid by Customer, if any. SAP reserves all rights at law and equity with respect to both Customer's underpayment of license fees or SAP Support fees and usage in excess of the licensed quantities or levels.

3. MODIFICATIONS AND ADD-ONS

3.1. Rules and Requirements for Modifications and Add-ons

3.1.1. Customer may make Modifications and Add-ons to the Software (excluding Third Party Software) and shall be permitted to use Modifications and Add-ons with the Software (excluding Third Party Software) in accordance with Section 2.1 and this Section 3.

3.1.2. Customer shall comply with SAP's registration procedure prior to making Modifications or Add-ons. All Modifications, and all Add-Ons developed by SAP (either independently from or with the involvement of the Customer), and all rights associated therewith shall be the exclusive property of SAP, SAP SE or its or their licensors. Customer agrees to execute those documents reasonably necessary to secure SAP's rights in the foregoing Modifications and Add-ons. All Add-ons developed by or on behalf of Customer without SAP's participation ("Customer Add-on"), and all rights associated therewith, shall be the exclusive property of Customer subject to SAP's rights in and to Software and SAP Materials; provided, Customer shall not commercialize, market, distribute, license, sublicense, transfer, assign or otherwise alienate any such Customer Add-ons. SAP retains the right to independently develop its own Modifications or Add-ons to Software, and Customer agrees not to take any action that would limit SAP's sale, assignment, licensing or use of its own Software or Modifications or Add-ons thereto.

3.1.3. Any Modification developed by or on behalf of Customer without SAP's participation or Customer Add-on must not (and subject to other limitations in the GTCs):

a) enable bypassing or circumventing any of the restrictions set forth in the Agreement and/or provide Customer with access to Software to which Customer is not directly licensed;

b) nor unreasonably impair, degrade or reduce the performance or security of the Software;

c) nor render or provide any information concerning SAP software license terms, Software, or any other information related to SAP Materials.

3.2. Customer Undertaking

Customer undertakes, on behalf of itself and its Affiliates, successors and assigns, not to assert against SAP or its Affiliates, or their resellers, distributors, suppliers, commercial partners and customers, any rights in any:

a) Customer Add-ons or Modifications; or

b) other functionality of the SAP Software accessed by such Customer Add-ons or Modifications.

4. DELIVERY

Subject always to the Export Law provisions of these GTCs, SAP makes the Software available for download from a network at its own cost and Customer is responsible for the cost of downloading the Software.

5. FEES AND TAXES

5.1. Fees and Payment

Customer shall pay fees (plus applicable Taxes) as stated in the Order Form. If Customer does not pay fees (and Taxes) in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend SAP Support until payment is made. SAP shall provide Customer with written notice before any such suspension. Any fees (and Taxes) not paid when due shall accrue interest at the maximum legal

rate. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order.

5.2. Taxes

All fees and other charges described in the Agreement are subject to applicable Taxes, which will be charged for and payable in addition to fees under the Agreement.

6. TERM AND TERMINATION

6.1. Term

The Agreement and the license granted hereunder become effective as of the Effective Date specified in the Order Form and shall remain in effect unless terminated in accordance with these GTCs.

6.2. Termination of the Agreement

6.2.1. 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 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 11 of these GTC.

6.2.2. SAP may terminate the Agreement immediately if Customer breaches Sections 10, 13.4 or 13.6 of the GTC.

6.2.3. Customer may terminate the Agreement for any reason with not less than 7 days prior written notice, provided Customer has paid all license fees and all SAP Support fees due and owing at the effective date of termination. Unless Support (whether SAP Support or support from an SAP authorized support partner) for the licences under the Agreement has already been terminated in accordance with the Agreement, the effective date of termination of the Agreement will coincide with the date of termination of such support by Customer under the terms of the applicable SAP Support Schedule (or other support agreement).

6.3. SAP Support

Insofar as Customer is enrolled in SAP Support, all of Customer's Software, including SAP software previously licensed by Customer and any future SAP software licensed to the Customer (whether directly from SAP or through an SAP partner) ("**Customer Software Estate**") must be covered by SAP Support. SAP Support terms cover all licenses within the Customer Software Estate and therefore partial termination, or partial selection of SAP Support by Customer is strictly prohibited in respect of the Customer Software Estate. This provision also includes Third Party Software provided to Customer by SAP.

6.4. 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.

6.5. Survival

Sections 1, 2.4, 5, 6.4, 6.5, 8, 9, 10, 11,12, 13 of this GTC survive the expiry or termination of the Agreement.

7. WARRANTY

7.1. SAP warrants that Software will substantially conform to the specifications contained in Documentation for 6 months following the date of first delivery of any Software under the Agreement. The warranty shall not apply:

a) if the Software is not used in accordance with Documentation; or

b) if the defect is caused by a Modification or Add-on (other than a Modification or Add-on made by SAP and which is provided through SAP Support or under warranty), or Customer or third party software; or

c) to any Customer unlicensed activities.

7.2. SAP does not warrant that Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Customer's business requirements.

7.3. Provided Customer notifies SAP in writing with a specific description of the Software's nonconformance within the warranty period and SAP validates the existence of such nonconformance, SAP will, at its option:

a) repair or replace the nonconforming Software; or

b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software.

This is Customer's sole and exclusive remedy under this warranty.

8. THIRD PARTY CLAIMS

8.1. 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 Software 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.

8.2. SAP's obligation under Section 8.1 will not apply if the alleged claim results from:

a) use of Software in conjunction with any other software, services or any product that SAP did not provide;

b) use of Software with an apparatus other than Designated Unit;

c) use of Software provided for no fee;

d) Customer's failure to promptly use an update provided by SAP if such infringement or misappropriation could have been avoided by use of the update;

e) 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;

f) use of Software not permitted under Agreement.

8.3. If a third party makes a claim under Section 8.1 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 Software under the terms of the Agreement; or

b) replace or modify the Software to be non-infringing without material decrease in functionality.

If these options are not reasonably available, SAP or Customer may terminate the license relating to the affected Software upon written notice to the other.

8.4. SAP expressly reserves the right to cease such defense of any claim(s) if the Software is no longer alleged to infringe or misappropriate the third party's rights.

8.5. Third Party Claim Procedure

All third party claims under Section 8.1 shall be conducted as follows:

a) Customer will timely notify SAP in writing of any claim. Customer will reasonably cooperate with SAP in the defense and may appear (at its own expense) through counsel reasonably acceptable to SAP, subject to Section 8.5 b) below.

b) SAP will have the right to fully control the defense.

c) Any settlement by SAP of a claim will not include a financial or specific performance obligation on, or admission of liability by Customer.

8.6. Exclusive Remedy

The provisions of this Section 8 state the sole, exclusive and entire liability of the SAP, its Affiliates, and subcontractors to and is the Customer's sole remedy, with respect to covered third party claims and to the infringement and misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1. No liability

SAP, its licensors or subcontractors will not be responsible or liable under the Agreement:

a) if the Software is not used in accordance with Documentation;

b) if the defect or liability is caused by Customer, a Modification or Add-on (other than a Modification or Add-on made by SAP which is provided through SAP Support or under warranty), or third party software (ie non Third Party Software);

c) if the Software is used in conjunction with any third party software for which the Customer lacks sufficient rights from the third party vendor for such use;

d) for any Customer activities not permitted under the Agreement; or

e) for any claims or damages arising from inherently dangerous use of the Software.

9.2. No Cap on Liability

Neither party's liability is capped for damages resulting from:

a) SAP's obligations under Section 8.1 (excluding SAP's obligations under Section 8.1 respective to Third Party Software);

b) death or bodily injury arising from either party's negligence;

c) Breach of the obligations imposed by s.12 Sales of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982;

d) Customer's unlicensed use of the Software; and/or

e) SAP's right to collect unpaid fees.

9.3. Liability Cap

Except as set forth in Section 9.2 above, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation or breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement), the maximum aggregate liability of either party (and its respective Affiliates, and (in SAP's case) its licensors and subcontractors) arising out of or accruing under or in connection with the Agreement to the other or any other person or entity for all events shall not exceed the license fees paid for the Software directly causing the damages.

9.4. Exclusions to Damages

In no case will:

a) either party (or its respective Affiliates or (in SAP's case) its subcontractors or licensors) be liable to the other party for (i) any special, incidental, consequential, or indirect damages, (ii) loss of goodwill, (iii) business profits, (iv) work stoppage, (v) data loss, (vi) computer failure or malfunction, (vii) legal fees, court costs, interest or (viii) for exemplary or punitive damages; and

b) SAP be liable for any damages caused by any Software provided for no fee.

9.5. 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 merchantability, 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 Software.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. SAP Ownership

Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE and its Affiliates and their licensors own all Intellectual Property Rights in and any derivative works of Software, Documentation and any other SAP Materials. Customer shall execute such documentation and take such other steps as is reasonably necessary to secure the title of SAP, SAP SE or their respective Affiliates and/or licensors over such rights.

10.2. Protection of Rights

10.2.1. 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 the Software or SAP Materials (or attempt any of the foregoing);

b) circumvent or endanger the operation or security of the Software; or

c) remove any of the copyright and authorship notices on or in any copy of the Software or SAP Materials.

10.2.2. Customer may back up data in accordance with good information technology practice and for this purpose to create the necessary backup copies of the Software. Backup copies on transportable discs or other data media must be marked as backup copies and bear the same copyright and authorship notice as the original discs or other data media, unless technically infeasible.

11. CONFIDENTIALITY

11.1. Use of Confidential Information

11.1.1. 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 11;

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.

11.1.2. Customer shall treat the Agreement, its terms and conditions, the pricing or any other facts relating thereto to any third party as Confidential Information of SAP and protect the same from disclosure to third parties in accordance with Sections 11.1.1 and 11.2.

11.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 11.

11.2. 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.

11.3. 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.

11.4. Destruction and Return of Confidential Information

Upon the disclosing party's request or the effective date of expiration or termination of 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 its general systems archiving or backup policies.

12. FEEDBACK

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

13. MISCELLANEOUS

13.1. 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 and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

13.2. No Waiver

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

13.3. 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.

13.4. Trade Compliance

13.4.1. SAP and Customer shall comply with Export Laws in the performance of the Agreement. Software, SAP Support, SAP Materials and Confidential Information are subject to Export Laws. Customer and its Affiliates shall not directly or indirectly use, export, re-export, release, or transfer the Software, SAP Support, 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 Software and SAP Materials. Customer must not use the Software or SAP Support in or from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea), so called Donetsk People’s Republic, so called Luhansk People’s Republic and Syria.

13.4.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. SAP may immediately terminate Customer's license to the affected Software 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 Software and SAP Support to Customer.

13.5. Notices

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

13.6. 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.

13.7. Subcontracting

SAP may use subcontractors to provide all or part of SAP Support under the Agreement. SAP is responsible for breaches of the Agreement caused by its subcontractors in relation to SAP Support and the performance of any subcontractor to the same extent as if it would be performed by SAP.

13.8. 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.

13.9. 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.

13.10. Governing Law

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

13.11. Jurisdiction and Mandatory Venue

13.11.1. Subject to this clause, any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a “Dispute”), other than as to ownership or title to intellectual property rights, breach of the protections of the Confidential Information, shall be referred to and finally resolved by arbitration.

13.11.2. Except for the matters listed above, any dispute arising out of or in connection with this Agreement shall be resolved in accordance with the following escalation procedure:

(a) Notice and Initial Meeting: Either Party shall notify the other Party in writing of the dispute. The Parties shall promptly meet at operational level and use good faith efforts to resolve the dispute.

(b) Senior Management Escalation: If the dispute has not been resolved within thirty (30) days of such notice, either Party may escalate the dispute to senior management (Vice President level or equivalent).

(c) Executive Escalation: If the dispute remains unresolved, it shall be escalated to executive management (Executive Vice President level or equivalent).

13.11.3. No Party may initiate arbitration prior to completion of the escalation procedure set out above.

13.11.4. The seat (legal place) of arbitration shall be London, England, and the arbitration shall be conducted in accordance with the Arbitration Rules of the London Court of International Arbitration (LCIA) (the “Rules”), which are deemed to be incorporated by reference into this clause. The language of the arbitration shall be English.

13.11.5. Nothing in this clause shall prevent either Party from applying to any court of competent jurisdiction for interim, injunctive or conservatory relief, including asset preservation or enforcement of rights, whether before or after the constitution of the arbitral tribunal.

13.12. Arbitration

13.12.1. The Parties agree to conduct the arbitration in an efficient and expeditious manner. The arbitration shall be conducted by a panel of three members, SAP and Customer each selecting one member and the third member, who shall be the chairperson, selected by agreement between the other two members. The chairperson shall be an attorney-at-law, and the other members shall have a background or training in computer law, computer science, or marketing of computer products. If no chairman is appointed within 30 days of the appointment of the second arbitrators, the chairman will be appointed by the Arbitration Body, in accordance with the Rules. Where the dispute (including any counterclaim) relates solely to non-payment by Customer of amounts due under applicable order forms, the expedited procedure provisions of the LCIA Rules shall apply, including the appointment of a sole arbitrator and shortened timelines, where appropriate.

13.12.2. The Parties agree that no proceedings shall be commenced in any court other than as permitted under this clause.

13.12.3. Tribunal

(a) The arbitral tribunal shall have the authority to grant any remedy or relief that a court of competent jurisdiction could grant, including injunctive, equitable and declaratory relief.

(b) Any award rendered by the tribunal shall be final and binding on the Parties. Judgment upon the award may be entered and enforced in any court of competent jurisdiction. Each Party agrees to comply with any award without undue delay.

13.12.4. This clause shall survive termination, rescission or expiry of this Agreement.

13.13. Statute of Limitation

Except for claim(s) as to ownership or title to intellectual property rights, breach of the protections of the Confidential Information, the right of SAP to bring suit for payments due hereunder, or a party’s failure to provide the indemnity obligations herein and its subject matter, Customer must initiate a cause of action for any claim(s) relating to or arising from the Agreement within 1 year from the date when the Customer knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

13.14. Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. Each party acknowledges that (i) in entering into this Agreement it has not relied on any representation, discussion, collateral contract or other assurance except those set out in this Agreement and hereby waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion, collateral contract or other assurance and (ii) it shall have no remedies in respect of any representation or warranty that is not expressly set out in this Agreement.

The Agreement may not be modified except as agreed by both parties by an executed written amendment, or as otherwise permitted under the Agreement. Terms and conditions of any Customer issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

13.15. Contracts (Rights of Third Parties) Act 1999

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 the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person not a party hereto.