



## GENERAL TERMS AND CONDITIONS OF SAP Österreich GmbH FOR STANDARD SOFTWARE LICENSE AND SUPPORT ("GTC")

### APPLICABILITY.

Except as otherwise agreed, in any contractual relationship in which SAP Österreich GmbH (herein "SAP") provides or supports SAP Software to another company or public-law entity or special fund (herein: "Licensee"), only these GTC and the provisions of SAP's List of Prices and Conditions SAP Software and Support in the version valid at the time the contract is concluded ("LPC") apply.

They apply to precontractual relations accordingly. The following terms and conditions of these GTC relative to "SAP Software" apply to SAP-provided Third Party Software accordingly, except as otherwise stated in the Software Agreement, herein, or in the LPC.

### 1. DEFINITIONS.

1.1 "Add-on" means any development that adds new and independent functionality, but is not a Modification (defined below), and that uses APIs.

1.2 "API" means application programming interfaces or other code, that allow other software products to communicate with or call on SAP Software (for example, SAP Enterprise Services, BAPIs, IDocs, RFCs, and ABAP calls or other user exits).

1.3 "Working Days" means weekdays from Monday to Friday (9 a.m. to 5 p.m. CET) except statutory holidays and December 24 and 31.

1.4 "Documentation" means SAP's technical or functional documentation pertaining to the contractual SAP Software which is delivered or made available to Licensee with the contractual SAP Software.

1.5 "Third Party Software" means any and all (i) standard software products (as well as relevant documentation) and content, all as developed for or by companies other than SAP or its affiliated companies and that do not constitute SAP Software (as defined in section 1.10); (ii) new versions (especially without being limited to releases, updates, patches, corrections) thereof and (iii) complete or partial copies of any of the foregoing.

1.6 "Business Partner" means a natural or juridical person that requires access to SAP Software in connection with Licensee's internal business operations, such as customers, distributors and/or suppliers of Licensee.

1.7 "IP Rights" ("Intellectual Property Rights") means without limitation any patents and other rights to inventions, copyrights, trademarks, trade names, and service marks and any other intangible property rights and all related rights of use or commercialization.

1.8 "Modification" means any development that (i) changes the delivered source code or metadata; or (ii) uses APIs but does not add

new and independent functionality and only customizes, enhances, or changes existing functionality of the contractual SAP Software. For clarification: customizing and parametrization of contractual SAP Software is not considered a Modification but allowed within the contractually agreed use.

1.9 "Support" means agreed SAP Support provided for SAP Software.

1.10 "SAP Software" means any and all (i) standard software products (as well as relevant documentation) all as developed by or for SAP or any of its affiliated companies; (ii) new versions (especially without being limited to releases, updates, patches, corrections) thereof and (iii) complete or partial copies of any of the foregoing.

1.11 "Software Agreement" means a contract between SAP and Licensee for licenses and / or support for SAP Software that references these GTC.

1.12 "Affiliate" means any legal entity that is affiliated with another company within the meaning of the Austrian Stock Corporation Act (AktG), section 15.

1.13 "Contractual" means provided to Licensee in performance of the Software Agreement.

1.14 "Confidential Information" means all information which SAP or Licensee protect against unrestricted disclosure to others, or that are deemed confidential according to the circumstances of their disclosure or their content, including the Software Agreement. In any case, the following information is considered to be Confidential Information of SAP: information regarding SAP research and development, product offerings, pricing and availability of SAP products and SAP Software, programs, tools, data, and other material that SAP provides to Licensee before or on the basis of the Software Agreement.

### 2. DELIVERY, MATTER TO BE DELIVERED, LICENSE GRANT, IP RIGHTS.

#### 2.1 Delivery, Matter to be Delivered

SAP will deliver the contractual SAP Software in accordance with the product description in the Documentation and with the LPC. The product description in the documentation conclusively defines the functional qualities of the contractual SAP Software. SAP does not owe any duty with regard to any further quality. In particular, Licensee can imply no such duty from any other published SAP description or advertisement for SAP Software except to the extent SAP has expressly confirmed that other quality in writing. Guarantees are effective only if expressly confirmed in writing by SAP's management.

Unless otherwise agreed, Licensee will be provided with one (1) copy of the relevant version of the contractual SAP Software current at the time of shipment, within one month after conclusion of the Software Agreement.

SAP will deliver, at its election, by supplying to Licensee the contractual SAP Software on disc or other data media to the agreed delivery address (Physical Shipment) or by making it available for download on SAP Service Marketplace (<http://service.sap.com/swdc>) (Electronic Delivery). For the purpose of ascertaining whether delivery is timely, delivery of a Physical Shipment is deemed effected at the time SAP

passes the discs or other data media to the forwarding agent, and an Electronic Delivery is deemed effected at the time SAP makes the contractual SAP Software available for download and informs Licensee accordingly, and risk passes at the time of such Physical Shipment or Electronic Delivery.

#### 2.2 SAP's Rights; Licensee's Licensed Use.

As between Licensee and SAP, all rights in SAP Software – especially without being limited to all copyright and other IP Rights – shall be the sole and exclusive property of SAP, SAP AG (SAP's parent company) or their licensors, including without limitation SAP Software created to address a requirement of or in collaboration with Licensee. Licensee's only rights in respect of contractual SAP Software are the following nonexclusive rights. Sentences 1 and 2 apply likewise to all other SAP Software, goods, works and information provided to Licensee precontractually or in performance of contract, including without limitation those provided in performance of warranty or Support.

2.2.1 Licensee may use the contractual SAP Software only in the contractually defined scope. The license is limited to the contractual SAP Software, even if it is also technically possible for Licensee to access other SAP Software components. Where Licensee purchases (as distinct from rents) the contractual SAP Software, its license is perpetual; where Licensee rents the contractual SAP Software, the license term is as contractually agreed.

Licensee's right to develop and use Modifications and Licensee's use of the contractual SAP Software to develop Add-Ons as well as the use of the contractual SAP Software together with Add-Ons is stipulated in section 2.3.

Licensee enjoys only those rights in contractual Third Party Software that are necessary to use it in association with the contractual SAP Software. Details of the license for Third Party Software are set out in the Software Agreement and the LPC.

2.2.2 Licensee may use the contractual SAP Software only to run Licensee's and its Affiliates' internal business operations. Licensee is granted the right to copy the contractual SAP Software only for the purposes of such licensed use. All other rights, notably the right to distribute SAP Software, including without limitation the rights of rental, translation, elaboration and arrangement, and the right to make SAP Software available to the public are retained exclusively by SAP. Licensee may not use contractual SAP Software to provide business process outsourcing or service bureau applications other than to its Affiliates or use contractual SAP Software to provide trainings to any person who is not Licensee's employee or the employee of a Licensee Affiliate. The related terms and detail in the LPC also apply.

Use of the contractual SAP Software may occur by way of an interface delivered with or as a part of SAP Software, a Licensee or third-party interface, or another intermediary system.

Licensee must hold the required licenses as stated in the LPC for any individuals that use the contractual SAP Software (directly or indirectly). Business Partners may use contractual SAP Software only through screen access and solely in conjunction with Licensee's use and may not use it to run any of Business Partners'

business operations.

Where SAP Software is provided for test purposes, the sole purpose of Licensee's use of contractual SAP Software must be to ascertain its properties and assess its suitability for Licensee's business. Notably, Licensee must not create Modifications or Add-Ons (section 2.3), decompile (section 2.2.5) the contractual SAP Software or use it or prepare to use it for live operation.

If Licensee has an Affiliate with a separate license or support agreement for SAP Software with SAP, any SAP Affiliate or any other authorized SAP distributor, the following shall apply unless otherwise expressly agreed between Licensee and SAP: The contractual SAP Software shall not be used to run such Licensee Affiliate's business operations and such Licensee Affiliate shall not receive any Support services provided to Licensee under the Software Agreement, even if such separate support agreement has expired or is terminated.

2.2.3 The contractual SAP Software may only be copied temporarily or permanently in whole or in part on information technology devices (e.g. hard disks or central processing units) which must be located at Licensee's or its Affiliates' facilities or are in Licensee's or its Affiliates' direct possession. Where Licensee wishes to outsource the contractual SAP Software, that is to say run the contractual SAP Software or have the contractual SAP Software run for running Licensee's internal business operations on information technology devices that are located at the facilities and in direct possession of a third party, Licensee must first obtain the agreement of SAP in writing, which agreement SAP is ready to give provided that its proper business interests are upheld, notably that the third party respects the agreed conditions concerning the license for the contractual SAP Software.

2.2.4 Licensee is permitted to back up data in accordance with good information technology practice and for this purpose to create the necessary backup copies of the contractual SAP 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 this would be technically infeasible. Licensee must not change or remove SAP's copyright and authorship notices.

2.2.5 Prior to decompiling the contractual SAP Software, Licensee must give written notice requiring SAP within a reasonable period of time to provide the information and documentation necessary to produce interoperability. Licensee is entitled to decompile the contractual SAP Software to the extent permitted in the Austrian Copyright and Related Intellectual Property Rights Act (UrhG) section 40e only after SAP has failed to comply with such notice within the limited time period. Before involving a third party (e.g. pursuant to the UrhG section 40e subsection 1 No.2, Licensee must obtain for SAP's direct benefit the third party's written undertaking to comply with the provisions in this section 2.

2.2.6 If, for example by way of defect remedy or Support, Licensee receives from SAP copies

of new versions of the contractual SAP Software that replace a previously provided SAP Software version, Licensee has only the right to use the most recent version obtained. Licensee's license to use the previous version ends when Licensee implements the new version on live systems. Licensee is however permitted for a period of three months to use the new version on a test system while also still using the previous version live. Section 5 governs the replaced version.

### 2.3 Modifications / Add-Ons

2.3.1 Licensee may use any API or tools contained in the contractual SAP Software or otherwise obtained from SAP in order to develop or use Modifications or Add-Ons, subject to Licensee's fulfilling its obligations set forth in this Section 2.3 in relation to Modifications and/or Add-Ons. For clarification: Any Modifications or Add-Ons developed by SAP or any of the SAP Affiliates on behalf of Licensee or as a product are exclusively subject to the provisions of the respective agreement and not subject to the provisions of this Section 2.3 below.

2.3.2 Except as otherwise agreed and except as expressly required by law or expressly permitted in this section 2.3, Licensee is not entitled to create, use, or make available to any third party any Modification or Add-On to contractual SAP Software. Modifications may only be made in relation to contractual SAP Software delivered by SAP in source code.

2.3.3. Licensee is responsible for any deficiencies in the running, security or performance of the contractual SAP Software and other programs, and in communications between the contractual SAP Software and other programs ("Deficiencies") caused by Modifications or Add-Ons to the contractual SAP Software. SAP points out that Add-Ons to and even minor Modifications to the contractual SAP Software may lead to possibly unpredictable and significant Deficiencies. Such Deficiencies may also arise because an Add-On or Modification not being compatible with later versions of contractual SAP Software. SAP is entitled to change the SAP Software, APIs, or both, without care for the compatibility of any Modification or Add-On that Licensee uses with any later version of the SAP Software.

2.3.4 In addition, SAP is neither responsible for Deficiencies caused by Modifications or Add-Ons to the contractual SAP Software nor obliged to provide remedies under warranty or other obligations in relation to Deficiencies caused by Modifications or Add-Ons to the contractual SAP Software. SAP is not obliged to provide any contractually agreed SAP Support services if and to the extent the provision of such SAP Support is aggravated because of Modifications or Add-Ons to the contractual SAP Software. SAP recommends that Licensee registers via SAP's registration procedure at <http://support.sap.com/sscr> such Modifications or Add-Ons in order to help SAP to identify the reason for possible support issues.

2.3.5 These Modifications and Add-Ons must be used only together with the contractual SAP Software and only in accordance with the license to use the contractual SAP Software granted in the Software Agreement. SAP retains the right to develop its own Modifications or Add-ons to the SAP Software but SAP is not

entitled to copy Licensee's software code. Modifications or Add-Ons must not (and subject to other limitations set forth herein): enable the bypassing or circumventing of any of the restrictions set forth in the Software Agreement and/or provide Licensee with access to the SAP Software in excess of Licensee's use rights duly obtained nor render or provide any information concerning the SAP Software.

2.3.6 Licensee covenants not to assert against SAP or any SAP Affiliate any rights in any (i) Modifications or Add-Ons, or (ii) other functionality of the SAP Software accessed by such Modifications or Add-Ons.

### 2.4 Transferring SAP Software

2.4.1 Licensee may transfer to one third party all of the SAP Software it has acquired from SAP by license purchase (including any SAP Software obtained by way of additional purchase or Support) as one unit only. Any temporary transfer in part or in whole or transfer to multiple third parties constitutes a breach. The restrictions in sentences 1 and 2 in this section also apply to reorganizations and successors, e.g. in the meaning of the Austrian Reorganization Act (Umwandlungsgesetz).

2.4.2 The following provisions apply where Licensee transfers SAP Software as one unit to one third party ("Transferee") in accordance with and as permitted in section 2.4.1:

Licensee must entirely cease and desist from its own use of SAP Software and must pass all copies to Transferee or make them unusable.

Licensee must make available to Transferee the license terms in the Software Agreement that apply to the transferred SAP Software.

Licensee must without delay notify SAP in writing of the transfer and of the name and address of Transferee

2.4.3 Licensee must not transfer to a third party any SAP Software that Licensee acquired by any means other than under a license purchase contract.

## 3. SYSTEM AUDIT AND MEASUREMENT / ADDITIONAL LICENSES.

3.1 Licensee must give SAP prior written notice of any use of the contractual SAP Software outside the contractually permitted use. It requires its own contract with SAP with regard to the additional license required ("Additional License"). The Additional License is subject to the provisions of the LPC in force at the time of the execution of the Additional License.

3.2 SAP is permitted to audit the usage of the contractual SAP Software (ordinarily once a year) in accordance with SAP standard procedures (described in the LPC) by system measurement. Ordinarily, Licensee can conduct the measurement itself using the tools provided by SAP for that purpose.

SAP is permitted to conduct the audit remotely if Licensee refuses to conduct the measurement itself, or if the measurement does not produce meaningful results and there are reasonable grounds to suspect a breach or infringement by Licensee. In exceptional cases, SAP is permitted to conduct the audit at Licensee's installations if Licensee refuses to allow the remote audit or if the remote audit does not produce meaningful results and there are reason-

able grounds to suspect a breach or infringement by Licensee. Licensee must cooperate reasonably with SAP in the conduct of audits remotely and at Licensee's installation and must, among other things, afford SAP insight into its systems to the required extent. SAP will give Licensee reasonable prior notice of an audit to be conducted at Licensee's installation. SAP will have reasonable regard to the interests of Licensee's confidentiality and to the protection of Licensee's business operations from compromise. If an audit reveals any breach by Licensee, Licensee must bear the reasonable expense to SAP of conducting the audit.

3.3 If it becomes apparent in an audit or otherwise that Licensee has used the contractual SAP Software outside the Software Agreement, SAP and Licensee will execute an Additional License. In those circumstances, SAP reserves the right not to give any agreed discount except the quantity discount in the LPC. Section 3.1, sentences 2 and 3, apply. SAP reserves the right to claim damages and to claim late payment interest in accordance with section 4.1.5.

#### 4. PRICE / TAXES / PAYMENT / RETENTION OF RIGHTS.

##### 4.1 Fees.

4.1.1 Licensee shall pay to SAP license fees for the contractual SAP Software and fees for SAP Support on the terms in Software Agreement. Fees for SAP Software delivery include costs of delivery and packaging for Physical Shipment. In cases of Electronic Delivery, SAP makes the contractual SAP Software available for download from a network at its own cost. Licensee is responsible for the cost of downloading the SAP Software. No cash discount is granted.

4.1.2 SAP may require full or part payment in advance if there is no prior business relationship with Licensee, if delivery is to be made outside Austria, if Licensee's registered office is outside Austria or if there are any grounds to doubt that Licensee will render payment punctually.

4.1.3 Licensee may offset only claims or claim rights of retention that are uncontested or have been finally determined by the court. Subject to the provisions of the Austrian Commercial Code (UGB), section 1396a, Licensee cannot assign its claims to a third party.

4.1.4 SAP retains all rights in the contractual SAP Software, especially versions of the SAP Software that have been provided under the support agreement, until full satisfaction of its claims under the Software Agreement. Licensee must immediately notify SAP in writing if any third party gains access to the SAP Software in which SAP retains title or rights and must also inform the third party of SAP's rights.

##### 4.1.5 Invoicing; Due Date

- Payments are due 14 calendar days from the date of the invoice. Any fees not paid when due shall accrue interest at the applicable statutory interest rate.
- Under Software purchase contracts, the invoice shall be presented after delivery of the Software.
- Under SAP Support contracts, the duty to pay shall begin with Effective Date of the SAP

Support contract. The fee will be billed quarterly in advance.

- Payment terms for rental contracts shall be included in the relevant rental contract. Except as provided otherwise, the fee will be billed quarterly in advance and the duty to pay shall start with the execution of the rental contract.

4.1.6 By giving Licensee a written two months' notice effective from January 01 of the following calendar year, SAP is entitled to amend the remuneration for support and / or rental at its discretion subject to the following guidelines:

(a) The change applied to the fee must not be greater than the change in the index at (b) below ("discretionary applicable change"). For the first fee adjustment under the contract, the discretionary applicable change is the change from the index published at the date of the execution of the contract to the index that has most recently been published when the fee adjustment notice is given. If the fee has already been adjusted in the past, the discretionary applicable change is the change from the index that had been most recently published when the previous fee adjustment notice was given to the index that has most recently been published when the new fee adjustment notice is given.

(b) The index used to determine the discretionary applicable change is the index of mean monthly salaries of fulltime employees in Germany in the information technology services sector ("Index der durchschnittlichen Bruttomonatsverdienste der vollzeitbeschäftigten Arbeitnehmer in Deutschland für den Wirtschaftszweig Erbringung von Dienstleistungen der Informationstechnologie", currently published by the German Federal Statistics Office in quarterly figures at "Fachserie 16, Reihe 2.4, Gruppe J 62"). If publication of that index is discontinued, the applicable index for determination of the discretionary applicable change will be the index published by the German Federal Statistics Office that most closely reflects changes in the mean monthly salaries of the sector named above.

(c) The fee adjustment is deemed to be agreed by the parties unless Licensee, by giving notice within two weeks from receipt of the fee adjustment, terminates the support or rental contract with effect from the end of the calendar year (extraordinary termination right). SAP will draw attention to this in the fee adjustment notice. The provisions in section 10.6, sentences 3 to 5 apply accordingly.

4.2 Taxes. All fees are subject to applicable statutory value-added tax (VAT).

#### 5. END OF LICENSE.

Upon any termination of the license hereunder (e.g. by rescission, end of agreed license term or termination), Licensee shall immediately cease use of all contractual SAP Software and Confidential Information.

Within one (1) month after any termination of the license, Licensee shall irretrievably destroy or upon SAP's request deliver to SAP all copies of contractual SAP Software and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Licensee must certify to SAP in writing that it and its Affiliates have satisfied the obligations under this section 5.

#### 6. DUTY TO COLLABORATE, DUTY TO INSPECT AND GIVE NOTICE OF DEFECTS.

6.1 Licensee undertakes that it knows the essential functional characteristics of the contractual SAP Software and its technical requirements (e.g. with regard to the database, operating system, hardware and data media). Licensee bears the risk that the SAP Software does not meet its wishes and requirements. In case of doubt Licensee should consult employees of SAP or third-party experts before concluding any contract. Furthermore, SAP supplies notes on the technical prerequisites for the SAP Software and any changes thereto on its online information platform.

6.2 Licensee must provide the operating environment (herein: IT systems) necessary for the SAP Software, in accordance with SAP's guidance where given. It is the responsibility of Licensee to secure proper operation of the IT systems by entering into maintenance contracts with third parties if necessary. In particular, Licensee must comply with the specifications in the Documentation and the notes on SAP's online information platform.

6.3 Free of charge, Licensee must provide all collaboration that SAP requires in connection with performance of the contract, including, for example, human resources, workspace, IT systems, data, and telecommunications facilities. Customer must grant SAP direct and remote access to the contractual SAP Software and the IT systems.

6.4 Licensee must nominate in writing a contact for SAP, with an address and e mail address at which the contact can be reached. The contact must be in a position to make necessary decisions for Licensee or ensure that they are made without delay. Licensee's contact must maintain effective cooperation with SAP's contact.

6.5 Before commencing live operation with the contractual SAP Software, Licensee must test it thoroughly for freedom from defects.

6.6 Licensee must take appropriate precautions against the possibility that the contractual SAP Software or any part thereof does not function properly (e.g. by performing data backups, error diagnosis and regular results monitoring). Except where otherwise expressly indicated in writing in individual cases, SAP employees are always entitled to act on the assumption that all data with which they come into contact is backed up.

6.7 Licensee must inspect all goods, works, and services delivered or provided by SAP and give notice of all defects pursuant to the Austrian Commercial Code (UGB), section 377 et seq.. The notice must be in written form and contain a detailed description of the problem. Notice of a defect is effective only if given by the contact (section 6.4) or the certified Customer Center of Expertise in the meaning of the LPC.

6.8 Licensee bears all consequences and costs resulting from breach of its duties.

## 7. DEFECTS AS TO QUALITY, DEFECTS IN TITLE, OTHER FAULTS.

7.1. SAP warrants the agreed qualities of the contractual SAP Software (section 2.1) in accordance with the law governing the sale of goods and warrants that the grant to Licensee of the agreed rights (section 2) does not infringe any third-party right.

7.2. To discharge its liability for shown quality defects, SAP will remedy the defects either by providing to Licensee a new software version that is free of defects or, at its election, by eliminating the defects. SAP may also eliminate a defect by indicating to Licensee a reasonable way to avoid the effect of the defect. To discharge its liability for shown defects in title, SAP will remedy the defects either by procuring for Licensee the legally incontestable right under license to use the contractual SAP Software or, at SAP's election, providing equivalent replacement or altered SAP Software. Licensee must accept a new software version that is functionally compliant unless it would be unreasonable to require Licensee to do so.

7.3. If Licensee sets a reasonable limited additional time period for SAP to remedy the defect and SAP finally fails to do so in that time, Licensee has the right to rescind the contract or reduce the remuneration. The requirements in sections 11.1 and 11.5 must be met with regard to fixing a reasonable limited additional time period. Subject to the exclusions and limitations in section 8, SAP undertakes to compensate for loss or wasted anticipatory expenditure caused by a defect.

7.4. The time bar for claims under sections 7.1 to 7.3 comes into effect one year after delivery of the contractual SAP Software.

7.5. The time bar for claims for defects in works or services to eliminate or avoid a defect provided in discharge of defect liability also comes into effect at the time specified in section 7.4. However, the time before the bar comes into effect is tolled while, with Licensee's consent, SAP is checking the existence of a defect or is remedying a defect, until SAP informs Licensee of the results of its check, gives notice that the remedy is complete, or refuses to remedy the defect. The time bar comes into effect no earlier than three months after the end of the toll.

7.6. If SAP provides defect identification or elimination works or services without being under obligation to do so, SAP is entitled to remuneration under section 11.7. This applies in particular to any reported quality defect that is not reproducible or not imputable to SAP or in cases where the contractual SAP Software is not used in compliance with its documentation. Without prejudice to the generality of the foregoing, SAP is entitled to remuneration for additional work it does to eliminate any defect that arises out of Customer's failure to properly discharge its duty to collaborate, inappropriate operation of the contractual SAP Software, or failure to take the SAP services that SAP recommends.

7.7. If a third party claims that the exercise of the license granted under the contract infringes its rights, Licensee must fully inform SAP in writing without delay. If Licensee ceases to use the contractual SAP Software to mitigate loss or for other just reason, Licensee must notify

the third party that such cessation does not imply any recognition of the claimed infringement. Licensee will conduct the dispute with the third party both in court and out of court only in consultation and agreement with SAP or authorize SAP to assume sole conduct of the dispute.

7.8. If SAP fails to properly perform any of its duties herein that is not within the ambit of defect liability, or is otherwise in breach, Licensee must give written notice of the failure or breach to SAP and fix a limited additional time period during which SAP has the opportunity to properly perform its duty or otherwise rectify the situation. Section 11.1 applies. SAP will compensate for loss or wasted anticipatory expenditure subject to the exclusions and limitations in section 8.

## 8. LIABILITY.

8.1. SAP's liability in contract, tort, and otherwise for loss including but not limited to wasted anticipatory expenditure, is subject to the following provisions:

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

In other cases: SAP is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this section 8.1 (b) is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Licensee could legitimately rely upon its fulfillment.

Liability in cases under section 8.1 (b) in this section is limited to € 200,000 per incident and limited in total to € 500,000 for all claims arising out of the contract.

8.2. Contributory fault (e.g. breach of section 6 duties) and contributory negligence may be claimed. The limits of liability in section 8.1 do not apply to personal injury liability or liability under the Austrian Product Liability Act (Produkthaftungsgesetz).

8.3. For all claims against SAP in contract, tort, or otherwise for loss or wasted anticipatory expenditure the time bar comes into effect after a period of one year. That period begins at the point in time specified in the Austrian Civil Code (ABGB), section 1489. The provisions in sentences 1 to 2 in this section do not apply to liability for personal injury, or liability under the Austrian Product Liability Act.

## 9. CONFIDENTIALITY; DATA PROTECTION.

9.1. Use of Confidential Information. Both parties undertake forever to protect the other party's Confidential Information acquired before and in connection with contract performance, as confidential to the same extent they protect their own Confidential Information, and not less than a reasonable standard of care. Confidential Information of the other party may only be shared with or disclosed to third parties who are under obligations of confidentiality

substantially similar to those herein and only to the extent this is necessary to enable the receiving party to exercise its rights or perform its obligations under the Software Agreement. Any reproduction of any Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the original, as far as this is technically feasible.

9.2. Exceptions. Section 9.1 above shall 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 a contractual breach by the receiving party or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (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 such restrictions.

9.3. Confidential Terms and Conditions; Publicity. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other. However SAP may use Licensee's name in customer listings (reference 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). SAP may share information on Licensee with its Affiliates for marketing and other business purposes. Insofar as this includes the provision and use of contact information of Licensee's contact persons, Licensee will secure the appropriate permissions where necessary.

9.4. Data Protection. Comprehensive Data Protection obligations of the parties pertaining to possible commissioned data processing (especially in the context of providing SAP Support services or providing defect remedy in the context of the provision and license of the Software) are set forth in the Annex Data Protection attached to these GTC. In that Annex, the SAP Support agreement is referred to as the "Main Contract".

## 10. SUPPORT AND RENTAL: ADDITIONAL PROVISIONS.

10.1. Under rental contracts, SAP Support is part of the rental service offered and can only be ended by terminating the rental contract. In respect of SAP Software that is acquired under a purchase contract, SAP provides SAP Support on the basis of a discrete support contract.

10.2. SAP Support services for the contractually agreed support model are provided as specified in the LPC valid from time to time.

10.3. SAP may adapt the scope of the SAP Support services to reflect the continuing development of the SAP Software and technical advances. In the event that a change may negatively affect the justified interests of Licensee, SAP will inform Licensee in writing or by electronic means, at least three (3) months before the change is scheduled to take effect, drawing attention to the termination option as described below and to the consequences of non-termination. In this case, Licensee is entitled to early termination of the SAP Support contract / the rental contract as may be applicable, with effect

from the time the change takes effect by giving two months' prior notice (extraordinary termination right). Section 10.6 sentences 3 to 5 apply accordingly. In the event Licensee does not opt for early termination, the support contract will be continued with the changed scope of services.

10.4. Subject to the Life Cycle of the SAP Software and in accordance with the SAP release strategy posted on SAP's online information platform, SAP provides SAP Support for the most recent contractual SAP Software currently being shipped and – where applicable – for older SAP Software. SAP's provision of SAP Support for Third Party Software can require the use of support services provided by the vendor in question. If the vendor does not provide the support services required by SAP, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination on the contractual relationship for maintenance for the Third Party Software concerned.

10.5. The provisions in section 7 apply analogously to defects as to quality and defects in title in the SAP Software delivered in performance of support duties. The right to terminate the support or rental contract for just cause replaces the right to rescind the contract. Any right to reduction of remuneration applies to remuneration under the support or rental contract.

10.6. The initial term of SAP Support agreement is the remainder of the current calendar year and the next full calendar year (except in cases where the support agreement starts on January 1st of a respective calendar year, in which case the initial term will run until December 31st of the respective calendar year) ("Initial Term"). Thereupon the SAP Support agreement is automatically extended from calendar year to calendar year ("Extension"). So far as SAP offers SAP Support for it, all of Licensee's SAP Software must be covered by the support. Licensee must always have all of its installations of the SAP Software for which SAP offers SAP Support (including respective subsequent additionally licensed SAP Software) fully covered by SAP Support or terminate the SAP Support completely. This provision also includes SAP Software provided to Licensee by third parties, for which SAP offers SAP Support. For any additional SAP Software license contracts Licensee shall extend the SAP Support on the basis of discrete support contracts with SAP.

10.7. Either party can effect regular termination of the SAP Support agreement by giving three (3) months' written notice that takes effect at the end of a calendar year, subject however, to the Initial Term. Either party can effect regular termination of a rental contract by giving three (3) months' written notice that takes effect

at the end of a calendar quarter, subject however, to the Initial Term. Sections 10.6 sentences 3 to 5 apply accordingly to rental contracts. Extraordinary termination rights and the right to termination for just cause remain unaffected.

10.8. Notice of termination for just cause is effective only if given in written form. The provisions in section 11.1 concerning notices setting limited extra time also apply. SAP reserves the right to terminate for just cause where Licensee is repeatedly or seriously in breach of major contractual obligations (e.g. those in sections 2, 6 and 9). Such termination is without prejudice to SAP's entitlement to remuneration outstanding at the time of termination, and SAP is entitled to claim liquidated damages due immediately in the amount of 60 % of the remuneration that would otherwise have become due up to the earliest time at which Licensee could have effected termination with regular notice. Licensee retains the right to show that SAP's actual loss is less.

10.9. Note: In cases where SAP Support does not start with delivery of the SAP Software, but later, Licensee must, to obtain the current release, pay all past support fees that it would have had to pay had it agreed to take SAP Support from the time of delivery of the SAP Software. Such payment falls due immediately and in full. These provisions also apply if Licensee takes up the SAP Support again after a termination. The options to switch an SAP Support model are detailed in the LPC valid from time to time.

10.10. These GTC can be changed with regard to SAP Support and rental agreements, provided that the change does not have any impact on the content of the SAP Support or rental agreement that is material for the equivalency of services and remuneration between the parties and provided that such change is reasonably acceptable for Licensee. SAP will inform Licensee about the change of the GTC in writing. If, in this case, Licensee does not expressly disagree in writing within 4 weeks after receipt of the change notice, the change will be deemed to be effected as is the changed GTC version is the basis for existing SAP Support or rental agreements between SAP and Licensee from that point in time. SAP will draw attention to this consequence in the change notice.

## 11. FINAL PROVISIONS.

11.1. Except in emergencies, a limited time fixed by Licensee pursuant to the law or contract must not be less than 10 working days. Failure to comply with any fixed time limit entitles Licensee to be released from the contract (e.g. by rescission, termination, or claim for damages in lieu of performance) or to a price reduction for breach only if this was threatened in writing in the notice fixing the limited time as a consequence of failure to comply with that

time limit. After a limited time fixed in accordance with sentence 2 expires, SAP is entitled to give notice to Licensee requiring that any rights arising out of the expiration be exercised within two weeks of receipt of the notice.

11.2. SAP has four weeks to accept offers made by Licensee. SAP's offers are nonbinding unless otherwise agreed in writing. In cases of conflict, the contract terms and details that apply are those in SAP's offer or confirmation.

11.3. The SAP Software is subject to the export control laws of various countries, including without limit the laws of the United States, Germany and Austria. Licensee agrees that it will not submit contractual SAP Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the SAP Software to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable legal regulations of the country where Licensee is registered, and any foreign countries with respect to the use of contractual SAP Software by Licensee and its Affiliates.

11.4. Austrian law applies exclusively to all claims in contract, in tort or otherwise, and the UN sales laws convention as well as the rules of conflict of laws are excluded. The sole place of jurisdiction for all differences arising out of or in connection with the Software Agreement shall be the competent court having its jurisdiction in 1030 Vienna.

11.5. Amendments or additions and contractually relevant declarations as well as declarations directly influencing a legal relationship, especially without being limited to termination notices, reminders, or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. The written-form requirement can also be met by exchange of letters or (except in the case of termination notices) with an electronically transmitted signature (facsimile transmission or other agreed form of contract conclusion provided by or on behalf of SAP, such as SAP Store)..

11.6. No conditions that are conflicting with or amending the Software Agreement – notably Licensee's general terms and conditions – form any part of the contract, even where SAP has performed a contract without expressly rejecting such provisions.

11.7. A separate agreement is required for any other goods, works and services that are not expressly described in the purchase, rental, leasing or SAP Support agreements. Unless otherwise agreed, such goods, works and services are provided subject to SAP's General Terms and Conditions for Consulting and Services and SAP is entitled to remuneration for them in accordance with the relevant SAP list of prices and conditions.

## Annex Data Protection

### 1. Introduction

This annex specifies the data protection obligations of the parties which arise from commissioned data processing on behalf, as stipulated in the "AGREEMENT ON THE LICENSE AND SUPPORT OF STANDARD SOFTWARE" (the "Main Contract"). It applies to all activities performed in connection with the Main Contract in which the staff of SAP ("Processor") or a third party acting on behalf of SAP may come into contact with personal data of the Customer. The term of this annex shall follow the term of the Main Contract.

### 2. Definitions

#### 2.1. Personal Data

The definition of §§ 4 sub-para. 1 DSGVO2000 for Personal Data applies.

#### 2.2. Processing

Processing means processing of Personal Data on behalf, encompassing the storage, amendment, transfer, blocking or erasure of personal data by SAP acting on behalf of the Customer.

#### 2.3. Instruction

Instruction means the written instruction, issued by Customer to SAP, and directing the same to perform a specific action with regard to Personal Data (including, but not limited to, de-personalizing, blocking, deletion, making available). Instructions shall initially be specified in the Main Contract and may, from time to time thereafter, be amended, amplified or replaced by Customer in separate written instructions (individual instructions).

### 3. Scope and Responsibility

- 3.1. As far as SAP gains access to Customer's hard- and software (e.g. during remote maintenance), this is not intended to be a commercial (*geschäftsmäßige*) processing or use of Personal Data by SAP. In fact, a transfer of Personal Data may only occur in exceptional circumstances and as a side-effect of the contractual obligations of SAP under the Main Contract. Customer and SAP are responsible for complying with the respective relevant statutory requirements relating to data protection. Within the scope of the Main Contract, Customer (acting as "controller" as defined in § 4 sub-para. 4 DSGVO2000") shall be responsible for complying with the statutory requirements relating to committing of data ("Datenüberlassung") to SAP (acting as "processor" as defined in § 4 sub-para. 5 DSGVO2000") and the Processing of Personal Data.
- 3.2. Based on this responsibility, Customer shall be entitled to demanding the rectification, deletion, blocking and making available of Personal Data during and after the term of the Main Contract.
- 3.3. The regulations of this annex shall equally apply if testing or maintenance of automatic processes or of Processing equipment is performed on behalf of Customer, and access to Personal Data in such context cannot be excluded.

### 4. Obligations of SAP

- 4.1. SAP shall collect, process and use Personal Data only within the scope of Customer's Instructions.
- 4.2. Within SAP's area of responsibility, SAP shall structure SAP's internal corporate organisation to ensure compliance with the specific requirements of the protection of Personal Data. SAP shall take the appropriate technical and organisational measures to adequately protect Customer's Personal Data against misuse and loss in accordance with the requirements of the Federal Data Protection Act (§ 14 DSGVO2000).
- 4.3. Such measures hereunder shall include, but not be limited to,
  - a. the prevention of unauthorized persons from gaining access to Personal Data Processing systems (**physical access control**);
  - b. the prevention of Personal Data Processing systems from being used without authorization (**logical access control**);
  - c. ensuring that persons entitled to use a Personal Data Processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization (**data access control**);
  - d. ensuring that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (**data transfer control**);
  - e. ensuring the establishment of an audit trail to document whether and by whom Personal Data have been entered into, modified in, or removed from Personal Data Processing systems. (**entry control**);
  - f. ensuring that Personal Data Processed are Processed solely in accordance with the Instructions (**control of instructions**);
  - g. ensuring that Personal Data are protected against accidental destruction or loss (**availability control**);

- h. ensuring that Personal Data collected for different purposes can be processed separately (**separation control**). A measure as referred to in lit. b to d above shall be in particular, but shall not be limited to, the use of state-of-the-art encryption technology.  
An overview of the above-entitled technical and organizational measures shall be attached to this annex as an **Exhibit [TOM]**.
- 4.4. [intentionally left blank]
- 4.5. SAP shall ensure that any personnel entrusted with Processing Customer's Personal Data have undertaken to comply with the principle of data secrecy (*Datengeheimnis*) in accordance with § 15 DSGVO2000 and have been duly instructed on the protective regulations of the DSGVO2000. The undertaking to secrecy shall continue after the termination of the above-entitled activities.SAP.
- 4.6. SAP shall notify to Customer upon request the contact details of SAP's data protection official.
- 4.7. SAP shall, without undue delay, inform Customer in case of a serious interruption of operations, suspicion of breaches of Personal Data protection, and any other irregularity in Processing Customer's Personal Data.
- 4.8. Customer shall retain title as to any carrier media provided to SAP as well as any copies or reproductions thereof. SAP shall store such media safely and protect them against unauthorized access by third parties. SAP shall, upon Customer's request, provide to Customer all information on Customer's Personal Data and information. SAP shall be obliged to securely delete any test and scrap material based on an Instruction issued by Customer on a case-by-case basis. Where Customer so decides in individual and special circumstances, SAP shall hand over such material to Customer or store it on Customer's behalf.
- 4.9. SAP shall be obliged to audit and verify the fulfillment of the above-entitled obligations and shall maintain an adequate documentation of such verification.

### 5. Obligations of Customer

- 5.1. Customer and SAP shall be separately responsible for conforming with such statutory data protection regulations as are applicable to them.
- 5.2. Customer shall inform SAP without undue delay and comprehensively about any errors or irregularities related to statutory provisions on the Processing of Personal Data detected during a verification of the results of such Processing.
- 5.3. [intentionally left blank]
- 5.4. Customer shall be responsible for fulfilling the duties to inform resulting from § 24 sub-para 2a DSGVO2000. Should such a duty to inform result from the contractual obligations under the Main Contract, SAP shall support Customer in the fulfillment of such duty where applicable.
- 5.5. Customer shall, upon termination or expiration of the Main Contract and by way of issuing an Instruction, stipulate, within a period of time set by SAP, the measures to return data carrier media or to delete stored data. Any additional cost arising in connection with the return or deletion of Personal Data after the termination or expiration of the Main Contract shall be borne by Customer. Any cost arising out of SAP's performance under Instructions outside the Main Contract's scope of work shall be borne by Customer.

### 6. Enquiries by Data Subjects to Customer

Where Customer, based upon applicable data protection law, is obliged to provide information to an individual about the collection, processing or use of its Personal Data, SAP shall, where applicable and reasonable, assist Customer in making this information available, provided that:

- Customer has instructed SAP's data protection officer in writing to do so, and
- Customer reimburses SAP for the costs arising from this assistance.

### 7. Audit Rights

- 7.1. Customer may, prior to the commencement of Processing, and in regular intervals thereafter, audit the technical and organizational measures taken by SAP as described below.
- 7.2. For such purpose, Customer may
  - a. collect voluntary disclosures from SAP;
  - b. have an expert provide a testimonial or expert's opinion: or
  - c. as far as the options in a. and b. still do not eliminate probable cause (*begründeter Verdacht*) that the Processing of Personal Data by SAP is not done in conformance with the stipulations of this agreement, Customer may after prior notice (at least 3 weeks in advance) and during regular business hours, without disrupting SAP's business operations, personally audit SAP.
- 7.3. SAP shall, upon Customer's written request and within a reasonable period of time, provide Customer with all information necessary for such audit.

### 8. Subcontractors

- 8.1. SAP shall be entitled to subcontract SAP's obligations defined in § 2 para. 1 sentence 2 to third parties, including, but not limited to SAP SE and such companies affiliated with SAP SE within the meaning of § 15 Austrian Stock Corporation Act (*Aktiengesetz*, AktG), subject to the requirements in sec. 8.2. herein. If customer wants to prohibit SAP the use of one or more Subcontractors, Customer shall do this in writing before the actual committing of data to SAP. Customer shall burden any disadvantage out of that prohibition.
- 8.2. Where SAP engages subcontractors, SAP shall be obliged to pass on SAP's contractual obligations hereunder to such subcontractors. Sentence 1 shall apply in particular, but shall not be limited to, the contractual requirements for confidentiality, data protection and data security stipulated between the parties of the Main Contract. SAP shall be obliged to secure audit and inspection rights as defined in § 6 for Customer's benefit. Customer shall also be entitled, upon written request, to information about the essential content of the subcontract and the implementation of the data protection obligations by the subcontractor, and shall further be entitled to reasonably inspect the relevant contract documentation.
- 8.3. Non-EU Subcontractors  
To the extent SAP employs for the provision of the Services in the Main Contract subcontractors, that have their registered seat in countries other than the member states of the European Union or the European Economic Area (hereinafter „**Non-EU Countries**“, employed subcontractors located in such Non-EU Countries hereinafter „**Non-EU Subcontractors**“) the following applies:

It is the general aim of this regulation to establish the necessary warranties for the protection of the personal rights of the affected individuals. Therefore, the parties agree:

- a. Where SAP employs Non-EU Subcontractors for the provision of its Services under the Main Contract, SAP has entered into EU Model Clauses (Controller to Processor Clauses, published in the gazette of the European Union L39, dated 12 February 2010, p. 10 et seq., hereinafter „**EU Model Clauses**“) with these Non-EU Subcontractors. As of the effective date of this Annex Data Protection, the scope of applicability of these EU Model Clauses is hereby extended to the Customer (i.e. as of the effective date of this Annex Data Protection, the EU Model Clauses apply directly not only between SAP and the relevant Non-EU Subcontractor, but also directly between Customer and the relevant Non-EU Subcontractor (the EU Model Clauses between Customer and Non-EU Subcontractor(s) hereinafter „**Non-EU Contracts**“). For the avoidance of doubt, SAP hereby declares that, where applicable and admissible under statutory law, SAP has been exempt from the restrictions of self-dealing (Insichgeschäft).
- b. Furthermore, Non-EU Contracts are applicable to SAP as well, which is a party to such Non-EU Contracts, subject to the following: Since Customer, as the Data Exporter, has entered into the Main Contract with SAP (as commissioned data processing according to sec. 10 DSGVO2000 / Art. 2e, 17 para. 3 EU Directive on Data Protection 95/46/EG and the respective national regulations implemented under this Directive) and the Data Importers act as Non-EU Subcontractors for SAP, SAP is primarily responsible vis-à-vis the Data Exporter that the Data Importers fulfill their obligations as stipulated under the EU Model Clauses. For this purposes, SAP is subject to derived obligations to monitor and control the Non-EU Subcontractors and may besides their own control rights exercise the control rights stipulated in the Non-EU Contracts for the benefit of the Data Exporter. Data Exporter remains obligated to monitor the exercise of such monitoring and control rights and may, at any time, exercise such rights itself with regard to the Non-EU Subcontractors.

### 9. Miscellaneous

- 9.1. Where not explicitly provided for otherwise in this Annex Data Protection, the regulations of the Main Contract remain unaffected.

Exhibit [TOM] to the Annex Data Protection

<b>AGS Data Protection Management System: Technical-Organizational Measures</b>	
<b>Herausgeber:</b> DPPO / SDP / GRC Security	Version 1.3, 26. März 2013
<b>Document Classification:</b>	Customer
This document was created and will be reviewed annually by SAP Data Protection and Privacy Office, SAP Global GRC Security, SAP COO Security and Data Protection and SAP Global Legal	

**1. Introduction**

- 1.1. This document describes how the legally required, detailed security measures for personal data are implemented within SAP Support activities and infrastructure.
- 1.2. Personal Data at SAP is handled and protected in a way that is designed to:
  - a. Maintain confidentiality (only authorized persons receive access).
  - b. Safeguard integrity (only authorized persons can change the personal data).
  - c. Maintain availability (where personal data is stored within SAP as part of its contractual obligations, the information is available within the bounds defined by the owner of information).
- 1.3. The SAP Executive Board has established a global SAP Security Policy, which is a binding guideline for wholly-owned subsidiaries within the SAP Group and their employees. The SAP Security Policy governs the fundamental aspects of the security measurements at SAP for protecting its employees, assets, information and systems. It also forms the basis for the security measures to be taken in the specific business areas and SAP companies. Through the SAP Security Policy, every employee and third-party contractor accessing SAP's system is made aware of his/her responsibility with regard to SAP's security guidelines and is obligated to be proactive in exercising such responsibility. The Security Policy also defines SAP's security objectives and outlines those set out in specific security standards. Such security standards provide instructions for specific areas of security (e.g. data protection, facility access restriction, virus protection) that enable SAP employees to implement the security requirements.
- 1.4. All SAP employees are obliged to comply with the security policy and observe the security standards contained therein. All service provider must implement security measures according to the Security Standard "Business Process Outsourcing".
- 1.5. All SAP employees and all third party personnel providing services to SAP and having access to data is obliged in writing to observe data secrecy according to applicable law.

**2. Technical-Organizational Measures**

The following sections define the current security measures. SAP may improve or increase these at any time. This may mean that individual measures are replaced by new measures that serve the same purpose.

**2.1. Access Control:**

Unauthorized persons shall be prevented from gaining physical access to premises, buildings or rooms where data processing systems are located which process personal data.

**Measures:**

SAP protects its assets and facilities using the appropriate means based on a security classification conducted by an internal security department.

In general, buildings are secured through access control systems (smart card access system).

As a minimum requirement, the outermost shell of the building must be fitted with a certified master key system including modern, active key management.

Depending on the security classification, buildings, individual areas and surrounding premises will be further protected by additional measures: These include specific access profiles, closed circuit TV, intruder alarm systems, and even biometric access control systems. A separate access control concept, which includes documentation of names, is used data centers. Access rights will be granted to authorized persons on an individual basis according to the defined criteria. This also applies to visitor access. Guests and visitors to SAP buildings must register their names at reception, and must be accompanied by company personnel.

SAP employees and external personnel must wear their ID cards at all SAP locations.

**2.2. System Access Control:**

Data processing systems must be prevented from being used without authorization.

**Measures:**

Multiple authorization levels are used to grant access to sensitive systems. Processes are in place to ensure that authorized users have the appropriate authorization to add, delete, or modify users.

All users access SAP's system with a unique identifier (user ID).

SAP has procedures in place to ensure that requested authorization changes are implemented only in accordance with the guidelines (for example, no rights are granted without authorization). If a user leaves the company, these access rights are rescinded.

SAP has a password policy that prohibits the sharing of passwords, governs what to do if a password is disclosed, and requires passwords to be changed on a regular basis. Personalized user IDs are assigned for authentication. All passwords are stored in encrypted form. In the case of domain passwords, the system forces a password change every six months. This complies with the requirements for complex passwords. SAP ensures that default passwords are changed on networking devices. Each computer has a password protected screensaver.

The company network is protected from the public network by a hardware firewall.

SAP uses antivirus software at access points to the company network (for e-mail accounts) and on all file servers and all workstations.

Security-relevant updates for the existing software are regularly and automatically downloaded and installed.

**2.3. Data Access Control:**

Persons entitled to use data processing systems shall gain access only to the data which they have a right of access and personal data must not be read, copied, modified or removed without authorization in the course of processing.

**Measures:**

Access to personal, confidential or sensitive information is granted on a need-to-know basis. In other words, employees or external third parties have access to the information that they require in order to complete their work. SAP uses authorization concepts that document how authorizations are assigned and which authorizations are assigned. All personal, confidential, or otherwise sensitive data is protected in accordance with the relevant security standards. Confidential information must be processed confidentially.

All production servers are operated in the relevant data centers/server rooms. The security systems that protect applications for processing personal, confidential or other sensitive data are regularly checked. To this end, SAP conducts internal and external security checks and penetration tests on the IT systems.

SAP does not allow the installation of personal software or other software not approved by SAP.

An SAP security standard governs how data and data carriers that are no longer required are deleted or destroyed.

**2.4. Data Transmission Control:**

Except as necessary for the provision of the services in accordance with the service agreement, personal data must not be read, copied, modified or removed without authorization during transfer or storage and it shall be possible to establish to whom personal data was transferred to.

**Measures:**

Data that is transferred from the SAP network to other external networks is encrypted. Where data carriers are physically transported, adequate measures must be taken to ensure the agreed service levels (for example, encryption, lead-lined containers, and so on).

**2.5. Data Input Control:**

It shall be possible retrospectively to examine and establish whether and by whom personal data have been entered into data processing systems, modified or removed.

**Measures:**

SAP only allows authorized persons to access personal data as required in the course of their work. As part of the support delivery process, the access to customer systems by users and administrators is recorded in a log file.

**2.6. Job Control:**

Personal data being processed on commission shall be processed solely in accordance with the service agreement and related instructions of the client.

**Measures:**

SAP uses controls and processes to ensure compliance with contracts between SAP and its service providers.

As part of the SAP security policy, no customer information is classified lower than "confidential".

Access to customer data systems is usually granted via remote support. This is governed by the following security requirements:

In general, the remote internet connection is established via a Secure Network Communications (SNC) or Virtual Private Networks (VPN) connection. Both options use various security measures to protect customer systems and data from unauthorized access: These include strong encryption, user authentication, and access control technology.

The Secure Area is a specially designated support ticket facility in which SAP provides a special access-protected and monitored security area for transferring the access data and password.

At all times, SAP customers have control over their remote support connections. SAP employees cannot access a customer system without the knowledge or full active support of the customer.

All SAP employees and contractual partners are contractual bound to respect the confidentiality of all sensitive information including information about the trade secrets of SAP customers and partners.

During the support process, the personal data of different customers is physically or logically separated.

**2.7. Availability Control:**

Personal data shall be protected against disclosure, accidental or unauthorized destruction or loss.

**Measures:**

SAP employs backup processes and other measures that ensure rapid restoration of business critical systems as and when necessary. SAP also uses uninterrupted power supplies (UPS, batteries, generators, and so on) to ensure power is available to the data centers. Emergency processes and systems are regularly tested.

Firewalls or other network security technologies are also used. In accordance with the security policy, regularly updated antivirus products are also available on all systems.

**2.8. Data Separation Control**

Ensures that data collected for different purposes can be processed separately.

**Measures:**

SAP uses the technical capabilities of the deployed software (multitenancy, separate system landscapes for production, quality, test, and development systems) to bring about data separation.

If a customer's data is required to process a message from that customer, the data is assigned to that message and used to process that message only; it is not accessed to process any other message. Such data is stored in dedicated support systems.