

**GENERAL TERMS AND CONDITIONS SAP AZ LLC
FOR SOFTWARE LICENSE AND SUPPORT (“GTC”)**

The integral part of any SAP SOFTWARE LICENSE AND SUPPORT AGREEMENT (“Software Order Form”)

1. DEFINITIONS

- 1.1. **“Add-on”** means any development that adds new and independent functionality but is not a Modification (defined below in Section 1.11) and uses APIs.
- 1.2. **“Affiliate”** means any legal entity in which the Customer, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any legal entity shall be considered an Affiliate for only such time as such entity interest is maintained.
- 1.3. **“Agreement”** means the agreement as defined in the Software Order Form.
- 1.4. **“API”** means application programming interfaces or other code, that allow other software products to communicate with or call on SAP Software.
- 1.5. **“Business Partner”** means a legal entity or individual that requires access to the Software in connection with Customer’s and its Affiliates’ internal business operations, such as customers, distributors, service providers and/or suppliers of Customer and/or of its Affiliates.
- 1.6. **“Confidential Information”** means
with respect to Customer: Customer’s marketing and business plans and/or financial information, and
with respect to SAP: (a) the Software and Documentation and other SAP Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of SAP; and (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies.

In addition, Confidential Information of either SAP or Customer (the party disclosing such information being the “Disclosing Party”) includes information which the Disclosing Party protects against unrestricted disclosure to others that (i) the Disclosing Party or its representatives identifies as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure; including, without limitation, information about or concerning any third party that is disclosed under the Agreement.
- 1.7. **“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.
- 1.8. **“Documentation”** means SAP’s then current technical and/or functional documentation which is delivered or made available to Customer with the Software under the Agreement.
- 1.9. **“Export Laws”** means all applicable import, export control and sanctions including, but without limitation, the laws of the United States, the EU, and Germany.
- 1.10. **“IP Rights” (“Intellectual Property Rights”)** means any intellectual property rights on any IP objects such as patents of any type or other title to or right in an invention (invention rights, utility models or industrial objects), copyright, right of authorship, trade secret, technology rights, trade names and service marks, commercial names and company names, any other intangible property rights and all rights to exploit or use it.

- 1.11. **"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 Software. For clarification: customizing and parametrization of Software is not considered a Modification but allowed within the contractually agreed Use.
- 1.12. **"SAP Materials"** means any software, programs, tools, systems, data or other materials made available by SAP to Customer prior to or in the course of the performance under the Agreement including, but not limited to, the Software and Documentation, as well as any information, materials or feedback provided by Customer to SAP relating to the Software and Documentation.
- 1.13. **"SAP SE"** means SAP SE, a parent company of SAP.
- 1.14. **"SAP Support"** means the support offering provided for Contractual SAP Software and agreed in the Software Order Form.
- 1.15. **"SAP Software"** means
- (a) any and all software products licensed to the Customer under the Agreement as specified in Software Order Forms hereto all as developed by or for SAP, SAP SE and/or any of their affiliated companies and delivered to Customer hereunder;
 - (b) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to SAP Support or warranty obligation and (iii) any complete or partial copies of any of the foregoing.
- 1.16. **"Software Order Form"** means the order form for the Software, Third Party Software and related SAP Support ordered by Customer thereunder, including information on Software, Third Party Software, SAP Support, fees, and other information as well as terms and conditions necessary for the delivery of such items to Customer.
- 1.17. **"Territory"** means the territory stated in the Software Order Form.
- 1.18. **"Third Party Software"** means
- (a) any and all software products and content licensed to Customer under the Software Order Form as specified in the Software Order Form hereto, all as developed by companies other than SAP, SAP SE and/or any of their affiliated companies and delivered to Customer hereunder;
 - (b) any new releases, updates or versions thereof made available through SAP Support or warranty obligation; and
 - (c) any complete or partial copies of any of the foregoing.
- 1.19. **"Use"** means to activate the processing capabilities of the Software, load, execute, access, employ, utilize, store the Software, display information resulting from such capabilities or perform any other actions with the Software in accordance with the purposes of its designation.
- 1.20. **"Use Terms"** means the Software Use Rights document as defined in the Software Order Form.

2. LICENSE GRANT

2.1. License

- 2.1.1. Subject to Customer's compliance with all the terms and conditions of the Agreement, SAP grants to Customer a non-exclusive, non-transferable, perpetual license to Use the Software, Documentation, and other SAP Materials at specified site(s) within the Territory to run 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. For avoidance of any doubt, the Parties hereby agreed that the term of the Agreement validity is perpetual.

Customer may make Modifications and/or develop Add-ons to the Software in furtherance of its permitted Use under the Agreement, and shall be permitted to use Modifications and Add-ons with the Software in accordance with this Section 2.1.1 and Section 6.3.

Customer shall not:

- (i) use the SAP Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training) other than to Affiliates (subject to Section 2.2);
 - (ii) lease, loan, resell, sublicense or otherwise distribute the SAP Materials, other than distribution to Affiliates (subject to Section 2.2);
 - (iii) distribute or publish keycode(s);
 - (iv) make any Use of or perform any acts with respect to the SAP Materials other than as expressly permitted in accordance with the terms of the Agreement;
 - (v) use Software components other than those specifically identified in the Software Order Form, even if it is also technically possible for Customer to access other Software components. Customer may permit Business Partners to Use the Software only through screen access, solely in conjunction with Customer's Use, and may not Use the Software to run any of Business Partners' business operations.
- 2.1.2. 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 the 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 5.2 of the Agreement with respect to such previously licensed Software.
- 2.1.3. The terms and conditions of the Agreement relative to "Software" apply to Third Party Software except (i) Customer shall not make Modifications and/or develop Add-ons to Third Party Software or otherwise modify Third Party Software unless expressly authorized by SAP; and (ii) subject to Section 12.9, as otherwise stated in the Use Terms.
- 2.2. Use of the Software in the interests of Affiliates. Customer's Use in the interests of Customer's Affiliates of the Software, Documentation and other SAP Materials to run Customer's Affiliates' internal business operations as permitted under Section 2.1.1 is subject to the terms and conditions stated in the Agreement.
- If Customer has an Affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services with SAP SE, any SAP SE affiliate (including SAP) or any other distributor of SAP software, the Software shall not be Used to run such Affiliate's or subsidiary's business operations and such Affiliate or subsidiary shall not receive any support services under the Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.
- 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 facility, implementation, systems, application management or disaster recovery services to Customer in connection with the business of Customer for which the Software is herein licensed provided: (i) 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 the Agreement prior to such access, including without limitation non-disclosure of SAP Confidential Information; (ii) Customer must be appropriately licensed for all employees of such services provider authorized to access the Software; (iii) such services provider shall be permitted to Use the Software solely to install and configure 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); (iv) under no circumstances may such services provider Use the Software to operate or provide processing services to Customer or any other party, or in connection with such services provider's own business operations; (v) Customer shall be responsible for any additional Software, migration tools, or third party software needed to effect such transition; and (vi) Customer expressly agrees to indemnify SAP, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by SAP arising from a breach by the services provider of the conditions of the Agreement. Upon SAP request, Customer shall provide written confirmation to SAP that items (i)-(iv) are fulfilled.

- 2.4. Professional services, installation, software user training and any other services outside the scope of SAP Support — are not subject of the Agreement. Such services can be rendered only under a separate agreement between the Parties.

3. VERIFICATION

SAP shall be permitted to audit the usage of the Software (at least once annually) in accordance with SAP standard procedures which may include on-site and/or remote audit) the usage of the SAP Materials. Customer shall cooperate reasonably in the conduct of such audits. Audits take place regularly in the form of self-reports using the measurement tools provided by SAP.

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

Customer must cooperate reasonably with SAP in the conduct of such audits in particular by granting SAP insight into its systems to the required extent during remote audits and during audits at Customer's installations. SAP will give Customer reasonable prior notice of an audit to be conducted at Customer's installation. SAP will have reasonable regard to the interests of Customer's confidentiality and to the protection of Customer's business operations from compromise. In the event an audit reveals that:

- (i) Customer underpaid license fees and/or SAP Support fees to SAP and/or
- (ii) that Customer has Used the Software in excess of the license quantities or levels stated in the Software Order Form,

Customer shall pay such underpaid fees and/or for such excess usage based on the then-current SAP pricelist, terms and conditions in effect at the time of the audit completion, and shall execute an additional Software Order Form in accordance with the terms of the Agreement (excluding any discounts stipulated hereto but including purchase and payment of respective additional scope of SAP Support) to affect the required licensing of any additional quantities or levels. Reasonable costs of SAP's audit shall be paid by Customer if the audit results indicate usage in excess of the licensed quantities or levels.

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 license quantities or levels.

4. PRICE AND PAYMENT; TAXES

- 4.1. Fees. Customer shall pay to SAP the software license fees and the support as specified in Software Order Forms.

Performing electronic delivery, 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.

In case of Customer's delay in any pecuniary obligation set forth hereunder, SAP shall have the right to claim from the Customer to pay fine in the form of interest on the amount of outstanding debt. The interest rate amount shall be defined as two key rates of the Central Bank of the Republic of Azerbaijan (for calculation purposes should be applied the key rate of the Central Bank of the Republic of Azerbaijan, acting during the corresponding periods).

- 4.2. Taxes. Fees and other charges described in the Agreement do not include sales, VAT, withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account.

Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of the Agreement.

If SAP is required to pay Taxes, Customer shall reimburse SAP for such amounts. SAP is entitled to include these amounts into the invoices issued under the Agreement. Customer hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.

- 4.3. The Customer agrees that not earlier than at the expiration of the Initial term and first renewal period defined for the services rendered for the software as stipulated by Software Order Form SAP shall have the right unilaterally change SAP Support services price (hereinafter – the “SAP Support price”) within the percentage (Imax) calculated based on the Consumer price index for goods and services in the Republic of Azerbaijan (hereinafter – the “CPI”) using the following formula:

where:

Imax – a maximum percentage of SAP Support price change;

CPI₁ – the CPI value at the end of the calendar year, when this Order Form was concluded or when the latest SAP Support price change took place;

CPI₂, CPI₃..., CPI_n – the CPI value at the end of the second, third, etc. calendar years following the calendar year, when this Order Form was concluded or when the latest SAP Support price change took place.

To calculate a maximum percentage of the SAP Support price change under the present paragraph, the CPI values provided for each respective (previous) year(s) in a row “to December of the previous year” of the relevant regulatory table published by the state statistics service of the Republic of Azerbaijan on its official internet website shall be used. In case CPI is no longer published or is not used in the Republic of Azerbaijan, to perform the right under the present paragraph SAP shall have the right unilaterally without a Customer notification to replace CPI for the equivalent indicator of inflation rate or of consumer prices change in the Republic of Azerbaijan.

The SAP Support price change shall take effect from 00h. 00m. January 01 of the calendar year following the year when SAP sent a SAP Support price change written notice to the Customer. Such a notice shall be sent to the Customer once a year and not later than two months before SAP Support price change effective date.

The fee adjustment is deemed to be agreed by the parties unless Customer, by giving notice within two weeks from receipt of the fee adjustment, terminates the SAP Support with effect from the end of the calendar year (extraordinary termination right).

In case SAP does not unilaterally change the SAP Support price in any particular year or such a change takes place upon the parties' mutual agreement, it shall not be interpreted as SAP waiver of the right to change the SAP Support price unilaterally or any derogation from such right.

5. TERM

- 5.1. Term. The Agreement and the license granted hereunder shall become effective as of the date set forth in the applicable Software Order Form and shall continue in effect thereafter unless terminated upon the earliest to occur of the following:

(i) thirty days after SAP gives Customer written notice of Customer's material breach of any provision of the Agreement (other than Customer's breach of its obligations under Sections 6, 10 or 11, which breach shall result in immediate termination), including Customer's failure to pay any money due hereunder, unless Customer has cured such breach during such thirty day period;

(ii) immediately if Customer files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

For the avoidance of any doubt, termination of the Agreement shall strictly apply to all Software licensed under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of the Agreement by Customer shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents.

- 5.2. End of Term Duties. Upon any termination hereunder, Customer and its Affiliates shall immediately cease Use of all SAP Materials and Confidential Information. Within thirty (30) days after any termination, Customer shall irretrievably destroy or upon SAP's request deliver to SAP all copies of the SAP Materials 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. Customer must certify to SAP in writing that it has satisfied its obligations under this Section 5.2.

- 5.3. Customer agrees to certify in writing to SAP that it and each of its Affiliates has performed the foregoing. Sections 3, 4, 5.2, 6, 7.2, 8, 9, 10, 12.4, 12.5, 12.6 and 12.9 shall survive such termination. 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. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Reservation of Rights. The SAP Materials, and all Intellectual Property Rights embodied therein, shall be the sole and exclusive property of SAP, SAP SE (the parent company of SAP) or its or their licensors, subject to any rights expressly granted to Customer in Section 2 and 6.3 herein.

Except for the rights set forth in Sections 2 and 6.3 herein, Customer is not permitted to modify or otherwise make derivative works of the Software or other SAP Materials.

- 6.2. Protection of Rights. Customer shall not copy, translate, disassemble, nor reverse engineer the Software or other SAP Materials. Customer shall not create or attempt to create the source code from the object code of the Software. Customer 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 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. Customer must not change or remove SAP's copyright and authorship notices.

- 6.3. Modifications/Add-ons.

6.3.1 Customer may Use any API or tools contained in the Software or otherwise obtained from SAP in order to develop or Use Modifications or Add-ons subject to Customer's fulfilling its obligations set forth in this Section 6.3 in relation to Modifications and/or Add-ons. For clarification: any Modification or Add-on developed by SAP, SAP SE or any of their affiliated companies on behalf of Customer are exclusively subject to the provisions of the respective agreement and not subject to the provisions of this Section 6.3.

Customer agrees to execute those documents reasonably necessary to secure SAP, SAP SE and any of their affiliated companies rights in the foregoing Modifications and Add-ons.

6.3.2 Except as otherwise agreed and except as expressly required by law or expressly permitted in this Section 6.3, Customer is not entitled to create, Use, or make available to any third party any Modification or Add-on to Software. Modifications are only be made in relation to the Software delivered by SAP in source code.

6.3.3 Customer is responsible for any deficiencies in the running, security or performance of the Software and other programs, and in communications between the Software and other programs ("Deficiencies") caused by Modifications or Add-ons to the Software. SAP points out that Add-ons and even minor Modifications to the 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 the Software. SAP is entitled to change the Software, APIs or both without care for the compatibility of any Modification or Add-on that Customer uses with any later version of the Software.

6.3.4. In addition, SAP is neither responsible for Deficiencies caused by Modifications or Add-ons to the Software nor obliged to provide remedies under warranty or other obligations in relation to Deficiencies caused by Modifications or Add-ons to the 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 Software. SAP recommends that Customer 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.

6.3.5. These Modifications and Add-ons must be used only together with the Software and only in accordance with the license to Use the Software granted in the Agreement. SAP retains the right to develop its own Modifications or Add-ons to the Software, but SAP is not entitled to copy Customer's software code. Modifications or Add-ons must not (and subject to other limitations set forth herein) enable the bypassing and circumventing of any of the restrictions set forth in the Agreement, unreasonably impair, degrade or reduce the performance or security of the Software and/or provide Customer with access to the Software in excess of Customer's use rights

duly obtained, nor render or provide any information concerning the Software or any other information related to SAP Materials.

6.3.6. Customer covenants not to assert against SAP, SAP SE or any of SAP SE affiliated companies any rights in any (i) Modifications or Add-ons or (ii) other functionality of the Software accessed by such Modifications or Add-ons.

7. PERFORMANCE WARRANTY

7.1 Warranty. SAP warrants that the Software will substantially conform to the specifications contained in the Documentation for six months following delivery. The warranty shall not apply:

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

(ii) 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), Customer or third party software;

or (iii) to any Customer unlicensed activities.

SAP does not warrant that the 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.

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.

7.2 Express Disclaimer. SAP DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT THOSE STIPULATED IN SECTION 7.1 AND TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

8. THIRD PARTY CLAIMS

8.1. Infringement and Defense of Customer. SAP shall defend Customer against claims brought against Customer by any third party alleging that Customer's Use of the Software, in accordance with the terms and conditions of the Agreement, constitutes a direct infringement or misappropriation of such third party's patent claim(s), copyright or trade secret rights, and SAP will pay damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to such claims subject to the limitations set out in Section 9 hereof. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from (i) Use of the Software in conjunction with any other software; (ii) Use of the Software with an apparatus other than a Designated Unit; (iii) failure to promptly use an update provided by SAP if such infringement or misappropriation could have been avoided by use of the update; (iv) or any Use not permitted by the Agreement. This obligation of SAP also shall not apply if Customer fails to timely notify SAP in writing of any such claim; however Customer's failure to provide or delay in providing such notice shall not relieve SAP of its obligations under this Section except to the extent SAP is prejudiced by Customer's failure to provide or delay in providing such notice. SAP is permitted to control fully the defense and any settlement of any such claim as long as such settlement shall not include a financial obligation on or admission of liability by Customer.

In the event Customer declines SAP's proffered defense, or otherwise fails to give full control of the defense to SAP's designated counsel, then Customer waives SAP's obligations under this Section 8.1. Customer shall reasonably cooperate in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP.

SAP expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights.

SAP may settle or mitigate damages from any claim or potential claim by substituting alternative substantially equivalent non-infringing programs and supporting documentation for the Software.

Customer shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Software that is prejudicial to SAP's rights.

- 8.2. THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATIONS OF LIABILITY

- 9.1. SAP's liability in contract, tort, and otherwise for loss including but not limited to wasted anticipatory expenditure, is subject to the following provisions:
- 9.1.1. 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.
- 9.1.2. In other cases: SAP is not liable except for breach of a major obligation and only up to the limits in the following section 9.1.3. A breach of a major obligation in the meaning of this section 9.1.2 is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the Software Order Form and where Customer could legitimately rely upon its fulfillment.
- 9.1.3. Liability in cases under section 9.1.2 is limited to AZN equivalent of € 200,000 per incident at the Central Bank of Azerbaijan rate on the date of incident and limited for all claims arising out of the Software Order Form in total to AZN equivalent of € 500,000 at the Central Bank of Azerbaijan rate on the date of the claim.

10. CONFIDENTIALITY; DATA PROTECTION

- 10.1. With respect to any Confidential Information of the disclosing party obtained prior to and in the course of the performance of the Agreement, the receiving party shall
- (a) for the duration of an Order Form and 15 (fifteen) years after its expiration maintain all Confidential Information in confidence, taking steps to protect the Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, which shall not be less than a reasonable standard of care;
 - (b) disclose or reveal any Confidential Information to any third party only to the extent this is necessary due to the statute imperative or to perform its obligations under the Agreement and who is under obligations of confidentiality substantially similar to those in sections 10.1 to 10.5;
 - (c) not use or reproduce any Confidential Information for any purpose outside the scope of the Agreement; and
 - (d) where technically feasible, retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions.
- 10.2. The receiving party may disclose the disclosing party's Confidential Information to the extent legally required; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.
- 10.3. The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:
- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information;

- (b) has become generally known or available to the public through no act or omission by the receiving party;
 - (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;
 - (d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information, or
 - (e) the disclosing party agrees in writing is free of confidentiality restrictions.
- 10.4. Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it, unless applicable law requires its retention. In this case, the Confidential Information shall continue to be subject to sections **Error! Reference source not found.**0.1 to 10.3.
- 10.5. Neither party shall use the name of the other party in publicity activities without the prior written consent of the other. However, SAP may use Customer'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, SAPPHIRE participation). SAP may share information on Customer with SAP SE and its Affiliates for marketing and other business purposes. Insofar as this includes the provision and use of contact information of Customer's contact persons, Customer will secure the appropriate permissions where necessary.

11. **ASSIGNMENT**

Customer may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer the Agreement, or any of its rights or obligations under the Agreement, or the SAP Materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation (except to the extent that mandatory required by law). Customer hereby provides SAP with his consent duly authorizing SAP to assign the Agreement to any of SAP's affiliates.

12. **GENERAL PROVISIONS**

12.1 **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in the Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of the Agreement, and the Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.2 **No Waiver.** If either party should waive any breach of any provision of the Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.3 **Counterparts.** The Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures.

12.4 **Export Laws / Trade Compliance.**

SAP and Customer shall comply with Export Laws in the performance of the Software Order Form. SAP Confidential Information (in particular, SAP Software and SAP Support) is subject to Export Laws. Customer and its Affiliates shall not directly or indirectly use, export, re-export, release, or transfer SAP Confidential Information (in particular, SAP Software and SAP Support) in violation of Export Laws. Customer is solely responsible for compliance with Export Laws including obtaining any required export authorizations if Customer exports or re-exports SAP Confidential Information (in particular, SAP Software and SAP Support). Customer must not use the SAP Confidential Information (in particular, SAP Software and SAP Support) from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea), the so-called Luhansk Peoples Republic (LNR) and Donetsk Peoples Republic (DNR) and Syria.

Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. With regard to the affected SAP Software, SAP may immediately terminate Customer's SAP Support and/or rental or term license 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 SAP Software and / or SAP Support to Customer.

12.5 Governing Law. The Agreement and any claims arising out of or relating to the Agreement and its subject matter shall be governed by and construed under the laws of the Republic of Azerbaijan without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Azerbaijan law, rules, and regulations, Azerbaijan law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

The sole place of jurisdiction for all differences arising out of or in connection with the Agreement shall be the court of the Republic of Azerbaijan.

12.6 Notices. All notices or reports which are required or may be given pursuant to the Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Customer at the addresses first set forth in any Software Order Form. Where in this Article 12.6 or elsewhere in the Agreement a written form is required, except for any notice of termination or notice of a material breach which shall occur by exchange of letter(s), that requirement can be met by facsimile transmission, exchange of letters or other written form, including email.

12.7 Entire Agreement. The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer, and all previous representations, discussions, and writings are merged in, and superseded by the Agreement and the parties disclaim any reliance on any such representations, discussions and writings. The Agreement may be modified only by a writing signed by both parties. The Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Customer to SAP. The Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures. The Agreement does not create any partnership, joint venture or principal-and-agent relationship.

12.8. Amendments and additions to the Software Order Form and any contractually relevant notices as well as notices influencing a legal relation, such as termination notices, reminders, or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. The written form requirement can be met by exchange of letters or in the following electronic formats: facsimile transmission, e-mail transmission with scanned signatures, SAP Store, DocuSign™ or any equivalent electronic process as provided by the applicable legislation. An exchange of documents (messages, notices, notifications, schedules, documentation, certificates, invoices, etc.) under the Software Order Form and/or Agreement, including on amendment, execution or termination of the Software Order Form or/and the Agreement, shall be deemed duly sent in case such documents have been sent with the use of the system of legally significant exchange of electronic documents of any operator of electronic documents exchange, as approved in accordance with the procedure, provided by the applicable legislation. The date of receipt of the document shall be deemed the date indicated in the receipt notice formed in the system of legally significant exchange of electronic documents. Notwithstanding any provisions to the contrary, this applies to all Software Order Forms, previously signed between the Parties.

12.9 Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of the Agreement: (i) the Software Order Form; (ii) SAP Support Schedule and DPA; (iii) the GTC; and (iv) the Use Terms; except with respect to third party pass-through terms for Third Party Software stated in the Use Terms, in which case the Use Terms prevail over any conflict or inconsistency in any component of this GTC solely with respect to such third party pass-through terms.