



GENERAL TERMS AND CONDITIONS OF SAP GERMANY SE & CO KG FOR STANDARD SOFTWARE LICENSE AND SUPPORT ("GTC")

APPLICABILITY.

Except as otherwise agreed, in any contractual relationship in which SAP Deutschland SE & Co. KG (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 (8 a.m. to 6 p.m. CET) except statutory holidays in the German federal state of Baden-Württemberg 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 German 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 is 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 German Copyright and Related Intellectual Property Rights Act (UrhG) section 69e 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 69e (1) No.1 or (2) 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 German 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 pro-

duce meaningful results and there are reasonable 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 Germany, if Licensee's registered office is outside Germany 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 German Commercial Code (HGB), section 354a, 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 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 German Commercial Code (HGB), section 377. 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. This also applies to rights arising out of rescission or reduction of remuneration under section 7.3, sentence 1. The reduction in the time before the time bar comes into effect does not apply in cases of SAP's intent or gross negligence, of fraudulent concealment of a defect, of personal injury, or of defect in title to which the German Civil Code (BGB), section 438 (1) No.1 (a) applies.

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, in appropriate 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

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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 German 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 German Civil Code (BGB), section 199 (1). The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this section do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The provisions in this section do not affect the other time bar for claims arising out of defects as to quality and defects in title (sections 7.4 and 7.5).

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. The parties' Data Protection obligations 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 Personal Data Processing Agreement for SAP Support and Professional Services referenced in the Software Agreement.

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. For rental contracts, the no-fault liability as provided in the German Civil Code (BGB) section 536a (a) for defects that existed at the time of contract execution is excluded.

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 and Germany. 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 German 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. If Licensee is a merchant within the meaning of the German Commercial Code (HGB), section 1, or a public-law juristic person or special fund, the sole place of jurisdiction for all differences arising out of or in connection with the Software Agreement shall be Karlsruhe.

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, e-mail transmission with scanned signatures, or other agreed form of contract conclusion provided by or on behalf of SAP, such as SAP Store). Except in that respect, however, the provisions in the German Civil Code (BGB), sections 127 (2) and (3) do not apply.

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.