

SAP SERVICES GENERAL TERMS AND CONDITIONS

Baku

« _____ » _____ 2____ r. ("Effective Date")

These SAP Services General Terms and Conditions ("GTC") are entered by and between LLC SAP AZ (90A, Nizami Str., Baku, Republic of Azerbaijan, AZ1010), represented by General Director _____, acting on the basis of the Charter, hereinafter referred to as "SAP", on the one hand, and _____ represented by _____, acting on the basis of _____, hereinafter referred to as "Customer", on the other hand, hereinafter jointly referred to as "Parties" and separately as "Party".

These GTC are integral part of the relevant Order Form (as it is defined below) and are effective as of the Effective Date of the relevant Order Form.

RECITALS

WHEREAS,

Customer (or Customer's parent company) licensed from SAP (or an SAP SE Affiliate, or an authorized reseller of SAP) the right to use SAP Software or a SAP Cloud Service,

Customer under any agreement may be an authorized Affiliate or subsidiary that has a right to use the SAP Software or SAP Cloud Services,

Some versions of SAP agreements use the term "Customer" in place of "Licensee" and for purposes of these GTC, references to "Customer" shall mean "Licensee" and vice versa.

WHEREAS, SAP provides certain Services which Customer desires to obtain as set forth in an Order Form referencing and incorporating these GTC (each an "Order Form").

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

- 1.1. **"Affiliate"** means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than 50% of the entity's share or voting rights. Any legal entity will be considered an Affiliate for only such time as that interest is maintained.
- 1.2. **"Agreement"** means the agreement as defined in the applicable Order Form.
- 1.3. **"Authorized User"** means any individual to whom Customer grants access authorization to use the Cloud Service or SAP Software under the License Agreement.
- 1.4. **"Change Request"** means a change request made in accordance with Section 4 below and in the form made available by SAP from time to time or included in the Order Form.
- 1.5. **"Cloud Service Order Form"** means any distinct, subscription based, hosted, supported and operated on-demand solution provided by SAP under a Cloud Service Order Form.
- 1.6. **"Confidential Information"** means:
 - with respect to Customer: (i) Customer marketing and business requirements, and/or (ii) Customer financial information, and
 - with respect to SAP: (i) the Services, documentation, SAP materials and Deliverables, and (ii) information regarding SAP research and development, product or services offerings, pricing and availability.

Confidential Information of either SAP or Customer also includes all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its Representatives designates as confidential, internal and / or proprietary at the time of disclosure; or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

- 1.7. **"Consultants"** means employees and third party contractors which SAP utilizes to provide Services to Customer.
- 1.8. **"Customer Data"** means any content, materials, data and information that Customer owns and enters into Services or Customer-specific data that is derived from Customer's use of the Services and/or Deliverables (e.g. Customer-specific reports) as long as they are not a component of the Services and/or Deliverables itself or furnished by SAP under these GTC and/or Agreement. Customer Data shall not include any component of the Services or SAP Materials. Customer Data and its derivatives will not include SAP's Confidential Information.
- 1.9. **"Deliverables"** means those specific Work Products which are explicitly identified as a "Deliverable" under the applicable Order Form and any results of intellectual activity (intellectual property objects) or tangible results produced by or with SAP, including works created for or in cooperation with Customer.
- 1.10. **"Export Laws"** means all applicable import, export control and sanctions, including but without limitation, the laws of the United States, the EU, and Germany.
- 1.11. **"Feedback"** means input, comments or suggestions regarding SAP's business and technology direction or the possible creation, modification, correction, improvement or enhancement of the Cloud Services, SAP Software or Services (as applicable) purchased by the Customer.
- 1.12. **"Intellectual Property Rights"** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.13. **"License Agreement"** means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller of the SAP Software) under which Customer procured the license rights to use SAP Software.
- 1.14. **"Material Defect"** means a defect causing serious interruptions in normal business operations of the Customer and leads to failure or inadmissibility of use of Deliverables according to description of Deliverables envisioned in the Order Form or, in the absence of an envisioned use, for ordinary use of the similar objects.
- 1.15. **"Order Form"** means the ordering document for Services that references the GTC.
- 1.16. **"SAP Materials"** means any materials (including statistical reports) provided, developed or made available by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement. This includes but is not limited to Deliverables and the delivery of any Services to the Customer. SAP Materials do not include the Customer Data or Customer Confidential Information.
- 1.17. **"SAP SE"** (SAP Societas Europaea) means the parent company of SAP, a legal entity, established under the laws of Germany and the European Union, registered with the commercial register of the local court of Mannheim, Germany, under HRB 719915, and having legal address at Dietmar-Hopp-Allee 16, 69190, Walldorf, Germany.
- 1.18. **"SAP Software"** means:
- (i) software products licensed to Customer as specified in software order forms all as developed by or for SAP, SAP SE and/or any of their affiliated companies and delivered to Customer;
 - (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to the respective SAP support agreement or warranty obligation and
 - (iii) any complete or partial copies of any of the foregoing.
- 1.19. **"Scope Document"** means the document that is provided with and becomes part of the Order Form (in the form of the respective exhibit to the Order Form with the Services Scope) and which defines sometimes in conjunction with a Service Description the Services to be provided.
- 1.20. **"Services"** mean those service(s) as further defined by the specific Service Descriptions and/or Scope Documents under an Order Form that references these GTC.
- 1.21. **"Service Description"** means standard pre-defined (by SAP SE) descriptions of services found at <http://www.sap.com/servicedescriptions> current as of the effective date of the Order Form which in

conjunction with a Scope Document defines the Services to be provided and becomes part of the Order Form and becomes part of the Order Form.

1.22. **"Taxes"** means all fees and taxes, stipulated under the applicable laws.

1.23. **"SAP SE Affiliate"** means a subsidiary of SAP SE.

2. PROVISION OF SERVICES

2.1. Performance

2.1.1. SAP will provide the Services in accordance with the Order Form and these GTC.

2.1.2. If any Service, in whole or in part, cannot be provided by SAP due to a Customer issue and Customer fails to provide SAP with reasonable advance notice, the time spent by the Consultants on such Service will be charged to Customer.

2.2. Any services, Deliverables, provided by SAP to Customer prior to the execution of an applicable Order Form or a Change Request are the sole property and Confidential Information of SAP and shall be governed by the terms of the Agreement. If no Order Form is completed, all services and Deliverables must be returned or deleted and must not be used.

2.3. All dates with respect to performance of the Services are governed by the terms of an applicable Order Form.

2.4. Acceptance

In an Order Form, where there are Deliverables, the parties may agree in such Order Form that such specific Deliverables can be subject to acceptance procedure which is set forth in the respective Order Form.

3. CUSTOMER RESPONSIBILITIES

3.1. Access, System Security and Data Safeguards

3.1.1. Customer will make the necessary arrangements to allow SAP to perform the Services properly, including the availability of consistent, stable and fast remote connectivity and the necessary authorizations for remote access to Customer's systems.

3.1.2. If the Services are performed at Customer's site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities.

3.1.3. When SAP is given access to Customer's systems and data, SAP shall comply with Customer's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Customer shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SAP access to Customer systems or personal information (of Customer or any third party) unless such access is essential for the performance of Services under the Agreement. Customer shall not store any personal data in non-production environments. No breach of this provision shall be deemed to have occurred in the event of SAP's non-conformance with the aforementioned safeguard but where no personal information has been compromised.

3.2. Customer Cooperation

3.2.1. Customer shall provide and make available all Customer personnel that SAP reasonably requires in connection with performance of the Services and as may be further addressed in an applicable Order Form.

3.2.2. Customer shall appoint a contact person with the authority to make decisions, to receive all necessary resolutions from other parties and to supply SAP with any necessary or relevant information expeditiously.

3.3. Use Rights Prerequisites

- 3.3.1. Customer shall ensure to have all necessary license rights for the SAP Software or Cloud Service as well as any relevant third party license or use rights required to allow SAP to perform the Services properly.

4. CHANGE REQUEST PROCEDURES

4.1. Change Requests

- 4.1.1. Either party can send request and/or proposal for changes to the Order Form in accordance with the process agreed by the parties («Change Request»).
- 4.1.2. SAP will not perform under a Change Request until agreed the Change request by the parties and signed respective bilateral agreement by the parties.

- 4.2. If Customer makes a change request to SAP, SAP will inform Customer within ten (10) working days (which excludes weekends and applicable public holidays) whether the change is possible or not and what impact the change would have on the Agreement and/or Order Form with particular reference to the timeline and remuneration. Customer must thereupon inform SAP in writing within five (5) working days whether the change request is to apply or whether the contract is to be continued on the existing terms. If the investigation of a change request itself requires substantial work, SAP is entitled to bill separately for that work.

If SAP submits a change request, Customer must notify SAP in writing within ten (10) working days whether it accepts the change or not.

Until there is agreement about the changes and signed bilateral agreement by the parties about the changes of the Order Form, work will continue in accordance with the existing Order Form.

The Customer agrees that consideration of Change Request and preparation of the respective Services changes proposal may involve resource restructuring for SAP and/or its subcontractors, and therefore agrees that SAP shall bear no responsibility for delay in Services rendering reasonably caused by such actions and have the right to extend performance terms for its obligations.

5. SATISFACTION WITH PERSONNEL

If at any time Customer or SAP is dissatisfied with the material performance of a Consultant or a Customer project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party will use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).

6. COMPENSATION OF SAP

SAP will provide an invoice specifying the fees for each of the Services in accordance with the terms of the Order Form. Payment is due to the term set in the Order Form. SAP reserves the right to apply late payment interest in accordance with applicable law unless otherwise stipulated in the Order Form. After written notice, SAP may suspend the provision of Services until payment is made.

7. FEES AND TAXES

Fees and other charges described in the Agreement do not include Taxes.

8. TERM AND TERMINATION

8.1. Term of the Agreement

The Agreement becomes effective as of the Effective Date specified in the Order Form and shall remain in effect until the end of the term as specified in the Order Form or on completion of the Services in accordance with the Agreement, unless otherwise terminated earlier by either party in accordance with these GTC.

8.2. Termination of Agreement

8.2.1. Either party may terminate the Agreement:

- a) for cause upon 30 days' prior written notice of the other party's material breach of any provision of the Agreement (including Customer's failure to pay any money due within 30 days of the payment due date) unless the breaching party has cured such breach during the 30 day period;

(b) immediately if the other party files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or otherwise materially breaches Section 11 of these GTC.

8.2.2. SAP may terminate the Agreement immediately if Customer breaches Sections 9, 16.4 or 16.6 of the GTC.

8.2.3. Either party may terminate the Agreement (excluding agreements for fixed-price Services, Premium Engagement Services and subscriptions or monthly reoccurring Services), upon 30-days prior written notice to the other party, unless otherwise agreed in a Services Order Form.

8.3. Effect of termination

8.3.1. Customer shall be liable for payment of all costs, fees and expenses up to the effective date of termination for:

- a) any completed, partially completed or scheduled Services from any phase or milestone;
- b) any reasonable committed costs or expenses; and
- c) any travel costs including visa costs and related expenses.

8.3.2. The termination of any particular Service in accordance with this Section 8 shall not cause or result in termination of any other Services ordered under the same Order Form, nor shall termination of an Order Form or any particular Service under it result in termination of any separate Services Order Form between the parties.

8.3.3. All Confidential Information of the other party provided in connection with this Agreement in the possession of such party shall, subject to any legal retention rights and upon request of the other party be returned to the disclosing party or destroyed with certification of such destruction from an individual of authority to bind the respective party. The obligation to return or destroy Confidential Information does not apply to Deliverables that are provided by SAP to Customer unless the Order Form or Agreement is terminated by SAP in accordance with paragraph 8.2.1 herein.

8.4. Survival

Sections 1, 8, 9, 9, 10, 12, 15, 15 and 16 of these GTC survive the expiry or termination of the Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. All title to and rights in the Services, Deliverables and all Intellectual Property Rights embodied therein, including techniques, knowledge or processes, know-how and software of the Services and/or Deliverables (whether or not developed for Customer), shall be the sole and exclusively property of SAP and SAP SE. Customer agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure SAP's or SAP SE's title over such rights.

9.2. Once all amounts due under an Order Form are paid in full and in case all requirements in respect to intellectual property rights have been adhered, Customer is granted a non-exclusive, non-transferable license:

- for the duration of the license granted under the License Agreement and/or for the duration of the Cloud Order Form,

- so long as Customer complies with the terms of the License Agreement and this Agreement and/or Cloud Order Form,

- to use any Deliverables provided to it by SAP under a relevant Order Form under this Agreement in order to run Customer's and its Affiliates' internal business operations, and otherwise to the same extent as Customer is granted a license to use the SAP Software, documentation and SAP Confidential Information in the License Agreement and/or in the Cloud Order Form.

Customer may allow its third-party service providers to access the Deliverables and Services of SAP solely for purposes of supporting the Customer or Affiliates and provided that such third-party service provider is obligated under substantially similar written terms to protect SAP Confidential Information and Customer shall be responsible for any breach as if by Customer.

Customer must immediately notify SAP in writing if any third-party gains unauthorized access to SAP proprietary materials or Confidential Information. Customer shall take all reasonable steps to stop such unauthorized access.

Except for any rights expressly granted to Customer under the Agreement Customer shall not remove SAP's copyright and authorship notices.

9. CONFIDENTIALITY

10.1. Use of Confidential Information

- (a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives, its Affiliates or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and/or Order Form and who are under written obligations of confidentiality substantially equivalent to those herein. Customer will not disclose the Agreement and/or any Order Form or the pricing to any third party. Notwithstanding this section, a receiving party may use in its business activities the ideas, concepts and know-how related to the technology contained in the other party's Confidential Information and retained in the unaided memories of the other party's employees who have access to such Confidential Information in connection with the Services.
- (b) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

10.2. Exceptions.

The restriction on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
- (b) is generally available to the public without breach of the Agreement and/or Order Form by the receiving party, at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
- (c) the disclosing party agrees in writing is free of confidentiality restrictions.

11. PUBLICITY

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with SAP SE and its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP SE and its Affiliates.

12. FEEDBACK

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

13. WARRANTY

13.1. Good industry practices

13.1.1. SAP warrants that:

- a) its Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services; and
- b) for 90 days following provision of the Service, the Deliverables will materially conform with the applicable specifications for that Deliverable. For clarity, the warranty period for Deliverables (if any) resulting from any subscription-based Services will in no event exceed the termination date of the subscription based Services.

13.1.2. SAP does not warrant error-free or uninterrupted operation of any Service or Deliverable or that SAP will correct all non-conformities.

13.2. Notification

Customer shall notify SAP within 90 days of provision of the Service or Deliverables in writing with reasonable, comprehensive and detailed description of the Material Defect in the mentioned Services and/or Deliverables and provide SAP with a precise and comprehensive description of the problem and all relevant information reasonably necessary for SAP in order to rectify such Material Defect.

13.3. Remedy

Provided Customer has notified SAP in accordance with Section 13.2 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:

- (a) re-perform the applicable Services or Deliverables; or
- (b) refund the fee paid or reallocate quota for the specific non-conforming Service or Deliverables.

This is Customer's sole and exclusive remedy for a warranty breach.

13.4. Exclusions

This warranty shall not apply:

- (a) if the Deliverables are not used in accordance with any applicable documentation provided; or
- (b) if the alleged warranty breach is caused by a modification to the Deliverable, Customer or third party software.

13.5. Disclaimer.

SAP and its licensors disclaim all warranties express or implied or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

14. THIRD PARTY CLAIMS

14.1. Claims brought against Customer

14.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third-party alleging that Customer's and its Affiliates' use of the Deliverables infringes or misappropriates a patent claim, copyright or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

14.1.2. SAP's obligation under Section 0 will not apply if the alleged claim results from:

- (a) use of the Deliverables in conjunction with any other software, services or any product that SAP did not provide;
- (b) use of the Deliverable provided for no fee;
- (c) Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice;
- (d) modification of the Deliverable by Customer or by a third party on behalf of Customer;
- (e) anything that Customer provides to SAP including configurations, instructions or specifications in relation to Services; or
- (f) any use of the Services not permitted under the Agreement.

14.2. If a third party makes a claim under Section 14.1 or in SAP's reasonable opinion is likely to make such claim, SAP may, at its sole option and expense:

- (a) procure for Customer the right to continue using the Deliverable under the terms of the Agreement; or
- (b) replace or modify the Deliverable to be non-infringing without material decrease in functionality.

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

14.4. SAP expressly reserves the right to cease such defense of any claim(s) in the event the applicable Deliverable is no longer alleged to infringe or misappropriate the third party's rights.

14.5. Claims Brought Against SAP

14.5.1. Customer shall defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to:

- a) any Customer use of the Services in violation of any applicable law or regulation; and
- b) an allegation that the Customer Data, Customer's use of the Services or anything Customer has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party.

14.5.2. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Authorized Users or by the conduct of a third party using Customer's access credentials.

14.6. Third Party Claim Procedure

All third party claims under Sections 14.1 and 14.5 shall be conducted as follows:

- (a) The party against whom a third party claim is brought (the **"Named Party"**) will timely notify the other party (the **"Defending Party"**) in writing of any claim. The Named Party will reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party, subject to section 14.6 (b) below.
- (b) The Defending Party will have the right to fully control the defense.
- (c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.

14.7. Exclusive Remedy

The provisions of this Section 14 state the sole, exclusive and entire liability of the Defending Party, its Affiliates and subcontractors to the Named Party, and is the Named Party's sole remedy, with respect to covered third party claims and to the infringement and misappropriation of third party intellectual property rights.

15. LIMITATION OF LIABILITY

15.1. No Cap on Liability

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

- (a) death or bodily injury arising from either party's gross negligence or willful misconduct; and / or
- (b) any failure by Customer to pay any fees due under the Agreement;

15.2. Liability Cap for Services

Except as set forth in Section 15.1 above the maximum aggregate liability of either party (or its respective Affiliates, SAP's licensors or SAP subcontractors) to the other or any other person or entity for all events (or series of connected events) shall not exceed the fees paid for the applicable Services under the relevant Order Form or in the case of Premium Engagement Services, subscription based Services or Services with monthly reoccurring fees, the fees paid in the 12 month period preceding the date of the incident giving rise to the liability.

15.3. Exclusions to Damages

In no case will:

- (a) either party (or its respective Affiliates or SAP's subcontractors or licensors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages; and
- (b) SAP be liable for any damages caused by any Services provided for no fee.

15.4. Disclaimer

Except as expressly provided in the Agreement, neither SAP or its subcontractors or licensors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or Services provided under the Agreement, or that the operation of any products or Services will be secure, uninterrupted or error free. Customer agrees

that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining the Services.

16. MISCELLANEOUS

16.1. Severability

If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

16.2. No Waiver

A waiver or non-enforcement against any breach or obligation of the Agreement is not deemed a waiver of any other breach or obligation.

16.3. Electronic Signatures

Electronic signatures that comply with applicable law are deemed original signatures.

16.4. Trade Compliance

16.4.1. SAP and Customer shall comply with Export Laws in the performance of the Agreement. The Services, Work Products and Confidential Information are subject to Export Laws. Customer, its Affiliates and its Authorized Users shall not directly or indirectly export, re-export, release, or transfer the Services, Work Products and Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws, including obtaining any required export authorizations if Customer exports or re-exports the Services, Work Products and Confidential Information. Customer must not use the Services or Work Products from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) and Syria.

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

16.5. Notices

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

16.6. Assignment

Without SAP's prior written consent Customer may not assign, delegate, pledge or otherwise transfer the Agreement (or any of its rights or obligations) or deliverables or SAP Confidential Information to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign the Agreement to SAP SE or any of its Affiliate.

16.7. Subcontracting

16.7.1. SAP may use third party contractors to perform SAP's duties and may subcontract all or part of the Services under the Agreement to any third party. SAP is responsible for the performance of the Services of such third party contractors to the same extent as for its own employees.

16.8. Relationship of the Parties

The relationship of SAP and Customer established by these GTC and/or respective Order Form is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by these GTC and/or Order Form.

16.9. Non-Solicitation

Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the applicable Order Form and for a period of 6 months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to recruit generally in the media.

16.10. Force Majeure

Force Majeure conditions are stipulated under the applicable legislation.

16.11. Governing Law and place of jurisdiction

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

16.12. System Security and Data Safeguards.

When SAP is given access to Customer's systems and data, SAP shall comply with Customer's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Customer shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SAP access to Customer systems or personal data (of Customer or any third party) unless such access is essential for the performance of Services under these GTC and/or respective Order Form. The parties agree that no breach of this provision shall be deemed to have occurred in the event of SAP non-conformance with the aforementioned safeguard but where no personal data has been compromised.

16.13. Entire Agreement; Written Form

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties. The Agreement will prevail over terms and conditions of any Customer issued purchase order which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

16.14. Hierarchy. Language of the Agreement

16.4.1. In the event of any inconsistencies between the following order of precedence shall apply:

- i. Order Form, including Scope Document;
- i. Service Description (if any);
- ii. DPA;
- iii. the GTC.

16.4.2. In the event of any discrepancy between English and Russian versions, the Russian version shall prevail.