SAP SERVICES
General Terms and Conditions
SAP SAP Romania S.R.L.
("GTC")

<u>APPLICABILITY</u>

Except in respect of the provision, licensed use, and maintenance of standard software, these present General Terms and Conditions and the provisions of the local SAP Services Pricing and Conditions List (herein: " Services PCL") apply exclusively to every contract (hereinafter also called "Order Form") by which SAP provides works or services or Cloud consulting Services for another business person or public-law person or special fund (herein: Customer).

The works and services include, but are not limited to the works and services described in the version of Services PCL valid from time to time.

The provisions of the Software Agreement in the meaning of section 1.7 herein or the Cloud Service Order Form apply conclusively to the provision, licensed use, and maintenance of standard software/cloud services.

No conflicting or other conditions, especially Customer's general terms and conditions, form any part of the contract, even where SAP has performed a contract without expressly rejecting such conditions. If, for reasons related to Customer's technical arrangements or otherwise, Customer's conditions of purchase or other standard terms are included by insertion, reference, enclosure, attachment or otherwise in Customer's acceptance of SAP's offer (for example, in Customer's purchase order), Customer cannot rely on those conditions or terms and they are not incorporated in and do not form any part of the contract, and failure to expressly exclude them does not imply their acceptance. Any deviation in a Order Form from the provisions in these present GTC must be by express writing referring to the relevant provision of these GTC.

1. DEFINITIONS

1.1 <u>"Affiliate"</u> means any legal entity in which the Licensee, directly or indirectly, holds more than fifty per cent (50%) of the shares or voting rights or because the Licensee can administer the majority of voting rights on the basis of an agreement with other authorized entities. Any such legal entity shall be considered an Affiliate for only such time as such equity interest or majority of voting rights is maintained. Licensee must prove that such company is an Affiliate within (30) calendar days from the delivery of SAP's reasonable request.

1.2 <u>"Cloud Materials"</u> means any materials related to SAP Cloud Services produced by or with SAP pursuant to this Agreement or a Cloud Service Order Form.

1.3 <u>"Confidential Information"</u> means all information which SAP or Customer protects against unrestricted disclosure to others, or that are deemed confidential according to the circumstances of their disclosure or their content. In any case, the following information is considered to be Confidential Information of SAP: the SAP Software, programs, tools, data and other material, that SAP provides to Customer before or on the basis of the Order Form (Individual Contract).

1.4 <u>"Consultant"</u> means SAP employees and subcontractors of SAP including self-employed persons deployed by SAP to perform its contractual duties or processing the contact.

1.5 <u>"Contract Works"</u> means all the results of the works and services made by SAP in the course of a Order Form (Individual Contract).

1.5 <u>"IP Rights"</u> (<u>"Intellectual Property Rights"</u>) means any and every patent or other title to or right in an invention, copyright, right of authorship, mark, design, or other industrial right, and all rights to exploit or use it.

1.6 <u>"Licensee Data"</u> means any content, materials, data and information that Customer or its Authorized Users enter into HEC Service or Customer-specific data that is derived from Customer's use of the HEC Service (e.g. Customer-specific reports) as long as such derivative work is not a component of the HEC Service itself or furnished by SAP under the Agreement. Customer Data shall not include any component of the Services or material provided by or on behalf of SAP.

1.7 <u>"Order Form"</u> means the agreements on the provision of Services also called "Individual Contract".

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

1.9 <u>"Scope Document"</u> means the document that is provided with and becomes part of the Order Form which further defines the scope of Services to be provided and other engagement specifics

1.10 <u>"Services"</u> mean those service(s) as further defined by those specific Service Descriptions and Scope Document provided to Customer under an Order Form that refers to the GTC.

1.11 <u>"Software Agreement"</u> means the agreements on the license and support of standard software or SAP hosted or on demand service between SAP (or an affiliate or of SAP SE within the meaning of Law no. 31/1990 on trading companies or an authorized partner of SAP) and Customer that grant Customer the right to use SAP Software or SAP hosted or on demand service.

2. PROVISION OF WORKS AND SERVICES

2.1 Customer must describe the requirements for the contract works and services. On the basis of that description, SAP and Customer must plan the provision of contract works and services together. SAP can, if necessary, submit a written concept for that purpose. Further details will be set out or referenced in the Order Form (Individual Contract).

2.2 SAP will decide which Consultant to deploy and reserves the right to replace any Consultant at any time. SAP is liable for faults committed by another in performance of a contractual duty of SAP on SAP's behalf (through an express mandate) to the same extent as SAP is liable for its own such faults. The services can be provided at SAP´s discretion either in the business offices of SAP, at the Customer´s place of business or remote. Even where contract works and services are provided at Customer's facility, SAP has sole managerial authority over its Consultants. The Consultants do not become integrated into Customer's workforce. Customer can issue instructions only to SAP's project coordinator, and not directly to individual SAP Consultants.

2.3 Customer bears the risk of ordered works and services meeting Customer's wishes and needs. If in doubt, Customer should obtain advice from employees of SAP or third-party experts in good time. Customer has to examine, if Customer is required to license further or other licenses, resulting from the completion of the project based on the Order Form. SAP expressly informs Costumer that SAP did not examine the requirement of further or other licenses and that this is not within the scope of the Order Form.

2.4 SAP may document any discussions detailing or amending contractual provisions, especially the subject matter of the contract. Customer must check the discussion documentation as soon as possible and inform SAP of any necessary amendments or additions.

2.5 All works and goods provided by SAP to Customer before the conclusion of contract (for example, proposals, test programs, designs) are property of SAP (see section 7). They must not be copied or made accessible to third parties according with the provision of article 73, Chapter IX of the Law no. 8 of 1996 on copyrights and neighboring rights. If no contract is concluded, they must be returned or deleted and must not be used. In all other respects the provisions of these present General Terms and Conditions, especially the exclusions and limitations of liability in section 10, apply to all contractual and precontractual obligations.

If, with Customer's agreement, SAP provides works and services other than those specified in the Order Form, the provisions and business terms of the Order Form are deemed also applicable to those works and services.

2.6 Acceptance

2.6.1 SAP can require a written acceptance statement from Customer for all contract works and services that are amenable to acceptance. Customer must accept works and services without delay subject to the provisions in this section 2.6. To this end an acceptance log can be created for signature by Customer.

2.6.2 If a contract for works specifies several works that Customer can use individually, those several works will be subject to separate acceptance.

2.6.3 If a contract for works specifies subsets of the works, SAP is entitled to submit subsets

of the works for acceptance. Subsequent acceptance procedures will address only the correct functioning of the new subsets and whether the subsets accepted earlier correctly interact with the new subsets.

2.6.4 If the contract includes the creation of a design, for example for the implementation of standard software or the creation of modifications or add-ons to standard software, SAP can require that the design be subject to separate acceptance.

2.6.5 Customer must inspect the Contract Works within 15 working days and either notify SAP through the contact in writing that they are accepted or give a precise description of the defects found. If Customer does not give notice of acceptance or of defects within this period, or uses Contract Works without giving defect notice, the Contract Works will be deemed accepted. Immaterial defects are not grounds for withholding acceptance. In every case, Customer is deemed to have accepted any Contract Works it uses, in whole or any in part, in live operation.

2.6.6 SAP must remedy defects notified in accordance with section 2.6.5 within a period that is reasonable for the severity of the defect. Customer must inspect the Contract Works within five working days after notice that the defect has been eliminated. All other provisions in section 2.6.5 also apply with the necessary modifications.

3. CUSTOMER'S DUTY TO COLLABORATE

3.1 Customer must provide the operating environment (herein: IT systems) necessary for the provision of contract works and services, in accordance with SAP's guidance where given. It is the responsibility of Customer to secure proper operation of the IT systems by entering into maintenance contracts with third parties if necessary. In particular, Customer must follow SAP's instructions.

3.2 Free of charge, Customer must provide all collaboration that SAP requires in connection with performance of the contract, including, for example, human resources, IT systems, data, and telecommunications facilities. Customer must grant SAP direct and remote access to the software and the IT systems. Customer must answer questions and inspect results. Customer warrants that any materials provided by it for SAP to perform its contractual duties are free of defects in title that would preclude SAP from performing those duties.

3.3 Customer must nominate in writing a contact for SAP, with an address and email address at which the contact can be reached. The contact must be in a position to make necessary decisions for Customer or ensure that they are made without delay. Customer's contact must maintain effective cooperation with SAP's contact. Customer's employees whose activity is required must be freed from other activities to the appropriate extent.

3.4 Before commencing live operation with any provided Contract Works, Customer must test it thoroughly for freedom from defects and for suitability in the situation. This also applies to works or services it receives in connection with subsequent performance.

3.5 Customer must take appropriate precautions against the possibility that the Contract Works may have or cause faults; such precautions include, for example, data backups, error diagnosis, and regular results monitoring. Except where otherwise expressly indicated in writing in individual cases, Consultants deployed by SAP are always entitled to act on the assumption that all data with which they come into contact is backed up.

3.6 Customer undertakes to provide all further collaborative goods, works, and services needed for the performance of the contract. If necessary, the Order Form will specify any other provisions.

3.7 Performance by Customer of its general collaborative duties is a primary contractual duty and necessary precondition for the correct performance by SAP of its works and services.

3.8 Customer bears all consequences and costs resulting from breach of its duties and indemnifies SAP from all claims by third parties arising from such infringement.

4. CHANGE REQUEST PROCEDURE

4.1 During the term of a project, both parties can request changes through their respective contacts (see section 3.3), in writing, to the agreed works and services, methods, dates and times, and other details.

4.2 If Customer makes a change request, SAP must inform Customer within 10 working days whether the change is possible or not and what impact the change would have on the contract with particular reference to the timeline and remuneration. Customer must thereupon inform SAP in writing within five 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.

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

4.4 Until there is agreement about the change, work will continue in accordance with the existing contract. Alternatively, Customer can require that all or part of the work be suspended or permanently ended in accordance with and subject to section 12.1.

With effect from the first working day of suspension, remuneration is payable at the agreed rate, or, in default of an agreed rate, at the daily rate in the Services PCL, in respect of each SAP employee whose work is suspended and each day of the suspension. The legal consequences of final cancelation are as provided in the Romanian Civil Code, art. 1276.

5. FEES; PAYMENT; TAXES; RETENTION OF RIGHTS

5.1 Fees

5.1.1 Unless otherwise agreed in writing, the remuneration payable will be determined by reference to the Services PCL valid from time to time.

5.1.2 SAP is entitled to submit invoices for subsets of the contract works and services.

5.1.3 Any resource-related invoice must include a list of the activities to which it refers. The listed details are deemed accepted unless Customer rejects them in writing within two weeks.

5.1.4 Charges for time spent traveling and travel and accommodation expenses will be calculated based on the Services PCL valid from time to time.

5.1.5 SAP is entitled to require full or part payment in advance if there is no prior business relationship with Customer, if delivery is to be made outside of Romania if Customer's registered office is outside of Romania or if there are any grounds to doubt that Customer will render payment punctually.

5.1.6 Customer is entitled to offset only claims that are uncontested or ordered by a court of law and to withhold payment or retain possession only to secure claims that are uncontested or ordered by a court of law. Subject to the provisions of the local mandatory laws, it cannot assign its claims to a third party.

5.1.7 SAP retains all title to and rights (section 7) in the Contract Works until full satisfaction of its claims under the contract. Customer must immediately notify SAP in writing if any third party gains access to the property to or in which SAP retains title or rights and must also inform the third party of SAP's rights.

5.2 Invoicing; Due date. Payments are due 30 days after invoicing. No cash discount is available. Any fees not paid when due shall accrue interest at the applicable statutory interest rate according with the Government Ordinance no. 13/2011 regarding the legal interest for monetary obligations, as well as certain banking related financial measures.

5.3 Taxes. All prices are subject to statutory sales tax / VAT.

6. TERM / TERMINATION

6.1 Term of Order Form. Unless otherwise agreed in the relevant Order Form, every Order Form comes into force on the date it was last signed and runs for the term specified in the Order Form.

6.2. Ordinary Termination. The parties to the Order Form can decide whether and to what extent the parties can effect ordinary termination of an Order Form . Unless otherwise agreed, Order Form may not be terminated with due notice. Extraordinary termination rights and the right to termination for just cause remain unaffected.

6.3 Extraordinary Termination. Just cause for termination includes, without limitation, when Customer fails to perform a major contractual obligation within 30 days of written warning from SAP, (when the Customer is more than 30 days in default of a payment due and payable under the Order Form. Major contractual obligation shall mean; the obligation not to pass the right to use SAP Software to third parties, to decompile the Software without a prior notice, the obligation of confidentiality; the case of late payment of fees' obligation under these Services PCL)

6.4 Effect of Termination. Upon termination of the Order Form , the parties shall irretrievably return all Confidential Information to the

party that disclosed it, or at the disclosing party's request, destroy the Confidential Information of disclosing party and certify that it has complied with these obligations.

7.   Rights

Between Customer and SAP all title to and rights in the contract works vest in SAP and (its parent company) SAP SE, exclusively, notably copyright and rights of authorship, rights to inventions, and other industrial property rights, and including, without limitation works created to address the requirements of or in cooperation with Customer. Except as otherwise agreed in writing, once the installments due up to and including the acceptance have been paid in full, Customer is granted the non-exclusive license, coextensive with its SAP standard software license, to use the contract works for processing its own internal business transactions and those of any company with which it is affiliated. With respect to contract works, that are provided under an Order Form in connection with SAP Cloud Services or related to Cloud Software licenses, Customer is granted a non-exclusive license to the same extent and for same time-period, as granted to him by SAP under the corresponding SAP Software Agreement for Cloud Services.

Before accepting them, Customer may use the Contract Works only to the extent necessary for test purposes. Customer is permitted to create necessary backup copies of the Contract Works. Backup copies must be marked as backup copies and bear the same copyright and authorship notice as the original.

8.   CONFIDENTIALITY; DATA PROTECTION

8.1. Use of Confidential Information. Each party undertakes for an unlimited period of time to treat as confidential all Confidential Information of the other acquired in connection with contract performance or processing the contract and to use such information and secrets only to perform the contract. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of the respective Order Form or processing the contract. Any reproduction of any Confidential Information of the other party shall remain the property of the other party and shall contain any and all confidential or proprietary notices or legends which appear on the original.

With respect to the Confidential Information of the other party, each party: (a) shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) shall not disclose or reveal any Confidential Information to any person other than its representatives who need to know this Information to fulfill that party's contractual obligations or to processing the contract. As used herein, "reasonable steps" means those steps the receiving party takes to protect its own similar Confidential Information, which shall not be less than a reasonable standard of care; this includes Customer's careful safekeeping and protection of Confidential Information against misuse.

8.2 Exceptions. The above section 8.1 does not apply to any Confidential Information that: (a) is independently developed by the receiving party without recourse to the Confidential Information of the disclosing party, or is received lawfully and free of duty of confidentiality from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of the contract by the receiving party; (c) at the time of disclosure to the receiving party was known to be free of restrictions; (d) the disclosing party agrees in writing is exempt from the above provisions, or (e) the Parties are, under the Law, bound to present to the competent Romanian authorities the information.

8.3   Confidential Terms and Conditions; Publicity. Customer shall treat as confidential the terms and conditions of the respective Order Form, in particular the pricing contained therein. 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 Customer's name in customer listings (reference listings) or to analyze details from the contract (for example, to forecast demand), as well as – subject to mutual agreement – as part of SAP's other marketing efforts. This includes the provision for forecast analysis to and use by SAP Affiliates. Insofar as this includes the provision and use of contact information of Licensee's contact persons, Licensee will secure the appropriate permissions where necessary.

8.4 Data Protection. SAP and Customer undertake to comply with the relevant provisions of the law of data protection (*i.e.* Law no. 677/2001 regarding the protection of the personal data of individuals and their free movement). If required, notably in the case of commissioned data processing, the parties can set forth their data protection obligations in a Commissioned Data Processing Schedule attached to the respective Order Form.

9.   DEFECTS AS TO QUALITY AND DEFECTS IN TITLE, OTHER FAULTS

9.1   In respect of any contract work or service that falls within the ambit of the statutory liability for quality and title defects, SAP warrants, subject to sections 9.1 to 9.7, that the work or service has the expressly agreed qualities and that no third-party rights are infringed by the grant of rights to Customer in section 7. Where no qualities have been agreed, SAP warrants that the work or service is suitable for the use envisioned in the contract or, in the absence of an envisioned use, for ordinary use, and that it has the qualities that are usual and that a customer can expect from works and services of its kind.

9.2   Customer must notify SAP in writing without delay if it identifies defects and must include a precise description of the problem and the information that is useful for eliminating the defect. So far as is reasonable in ordinary business, Customer must inspect the contract works without delay after SAP delivers them and, if a defect is apparent, notify SAP of it without delay. If Customer does not notify SAP of the defect, the contract works are deemed to be approved, unless the defect was not apparent at the time of inspection. If such a defect subsequently becomes apparent, Customer must notify SAP without delay after discovering the defect (*i.e.* within a two days' term); otherwise, the Contract Works are deemed to be approved despite the presence of the defect. Customer's rights are secured if the notification was posted in time. SAP cannot rely on the provisions in sentences 2 to 5 in this section if SAP has fraudulently concealed the defect. Notice of a defect as described above is effective only if given by the contact (see section 3.3).

9.3   Where defects as to quality are indicated, SAP will discharge its warranty by remedying the defect either by providing Customer with a new version of the Contract Works that is free of defects or, at SAP's discretion, by eliminating the defect. One of the ways SAP may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the defect. To discharge its liability for defects in title, SAP will remedy shown defects either by procuring for Customer the legally incontestable right under license to use the delivered Contract Works or, at SAP's election, providing equivalent replacement or altered Contract Works. Customer must accept a new version of the Contract Works that is functionally compliant unless it would be unreasonable to require Customer to do so. The level of urgency of error-correction work will reflect the extent to which business operations are impeded. These present provisions, in particular article 3, also apply as appropriate.

9.4   If Customer sets a reasonable limited additional time period for SAP to remedy the defect and SAP finally fails to do so in that time, Customer has the right to rescind the contract or terminate continuing or recurring contractual obligations or reduce the remuneration. The requirements in section 12.1 must be met with regard to fixing a reasonable limited additional time period. Subject to the exclusions and limitations in section 10, SAP undertakes to compensate for loss or wasted anticipatory expenditure caused by a defect. Other remedies for defects as to quality or defects in title are excluded.

9.5   The time bar for claims under sections 9.1 to 9.4 comes into effect one year after delivery of the Contract Works. This also applies to rights arising out of rescission or reduction of remuneration under section 9.4, 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, or of personal injury.

9.6   Where works or services are delivered to eliminate or avoid a defect, the time bar for claims for defects in those works and services comes into effect at the time specified in section 9.5. However, the time before the bar comes into effect is tolled while, with Customer's consent, SAP is checking the existence of a defect or is remedying a defect, until SAP informs Customer 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 not earlier than one month of works having a repetitive nature or three months, for exceptional cases, after the end of the toll.

9.7   If SAP provides defect identification or elimination works or services without being under obligation to do so, SAP is entitled to remuneration under section 5.1. This applies in particular to any reported quality defect that is not reproducible or not imputable to SAP or in cases where the SAP Software or contract

works is not used in compliance with its documentation. Without prejudice to the generality of the foregoing, SAP is entitled to remuneration for additional work it does to eliminate any defect that arises out of Customer's failure to properly discharge its duty to collaborate, inappropriate operation of the SAP Software, or failure to take the SAP services that SAP recommends.

9.8   If a third party claims that the exercise of the license granted under the contract infringes its rights, Customer must fully inform SAP in writing without delay. If to mitigate loss or for other good reason Customer ceases to use the Contract Works, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer will conduct the dispute with the third party in court only in consultation and agreement with SAP or authorize SAP to assume sole conduct of the dispute.

9.9   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, Customer must give notice of the failure or breach to SAP in writing and fix a limited additional time period during which SAP has the opportunity to properly perform its duty or otherwise rectify the situation. Section 12.1 applies. SAP will compensate for loss or wasted anticipatory expenditure subject to the exclusions and limitations in section 10.

10.   LIABILITY

10.1 SAP is liable in contract, tort, or otherwise for loss or wasted expenditure subject always as follows:

10.1.1 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.

10.1.2 In other cases: SAP is not liable except for breach of a major obligation and only up to the limits in the following subsection. A breach of a major obligation in the meaning of section 10.1.2 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 contract and where Customer could legitimately rely upon its fulfillment.

Liability in cases under section 10.1.2 is limited to €200,000 per incident and limited in total to €500,000 for all claims arising out of the Order Form .

10.2 Contributory fault and contributory negligence may be claimed. The limits of liability in section 10.1 do not apply to liability for personal injury, or to liability under the Romanian Civil Code, articles 1707-1718..

10.3   All claims against SAP in contract, in tort, or otherwise for loss or wasted anticipatory expenditure are barred after a period of one year. That period begins at the point in time specified in the local mandatory laws. The time bar comes into effect not later than three 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 for unknown hidden defects under under the Romanian Civil Code, article 1708.1.. 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 9.5 and 9.6).

11.   CONTRACT TRANSFER

Customer is not entitled to transfer the Order Form or any rights or obligations thereunder to any third party.

12.   MISCELLANEOUS PROVISIONS

12.1   Contractual collaboration requires a high level of trust, interaction, and willingness to agree. Except in emergencies, a limited time fixed by Customer pursuant to the law or contract must not be less than 10 working days. Failure to comply with any fixed time limit entitles Customer to be released from the contract (for example, 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 Customer requiring that any rights arising out of the expiration be exercised within two weeks of receipt of the notice.

12.2   SAP has four weeks to accept offers made by Customer. Offers from SAP are nonbinding unless otherwise agreed in writing. In cases of conflict, the Order Form terms and details that apply are those in SAP's offer or confirmation.

12.3. Period During Which Works and Services Will Be Provided

12.3.1 Dates and times are nonbinding except where Customer and SAP have expressly agreed in writing that they are binding. SAP's duty to realize a design or concept does not commence until Customer accepts the design or concept.

12.3.2 If SAP has to wait for collaboration or information from Customer or is otherwise hindered in the performance of the contract by any strike, lockout, official intervention, or any other circumstance where it is not at fault, times for delivery of goods and provision of works and services are extended by a period equaling the duration of the hindrance plus a reasonable start-up period after the end of the hindrance. SAP must notify Customer of the hindrance.

12.3.3 Working days are weekdays from Monday to Friday (8 a.m. to 5 p.m. GMT+2) except Romanian national public holidays and December 24 and 31.

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

12.5   Romanian law applies exclusively to all claims in contract, in tort or otherwise, and the United Nations Convention on Contract for International Sales of Goods (the Vienna Convention) is excluded. Conflict-of-law rules do not apply. The sole place of jurisdiction an the competent courts for all differences arising out of or in connection with the Contract shall be Bucharest.

12.6   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).

12.7   No conflicting or other conditions, especially Customer's general terms and conditions, form any part of the contract, even where SAP has performed an Order Form without expressly rejecting such conditions.

12.8   A separate agreement is required for any other goods, works and services that are not expressly described in the respective Order Form . Unless otherwise agreed, such goods, works and services are provided subject to relevant SAP's General Terms and Conditions and SAP is entitled to remuneration for them in accordance with the relevant SAP list of prices and conditions.