

## SAP SERVICES GENERAL TERMS AND CONDITIONS – SAP AS A SUBCONTRACTOR

These SAP Services General Terms and Conditions – SAP AS A SUBCONTRACTOR (“GTC”) are effective as of the effective date of the Order Form and are entered into by and between SAP Canada Inc. or its affiliates (as listed on the Order Form) (hereafter “SAP”) and Prime Contractor as stated in the Order Form (hereinafter “Prime Contractor”).

### 1. DEFINITIONS

- 1.1. **“Affiliate”** means any legal entity in which SAP SE, Prime Contractor 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”** means any distinct, hosted, supported and on-demand solution provided by SAP, an SAP Affiliate or an authorized reseller of SAP under an Order Form for Cloud Services.
- 1.6. **“Confidential Information”** means 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 Prime Contractor.
- 1.8. **“Customer”** means the end customer of the Prime Contractor, with such Customer to be identified in the relevant Order Form.
- 1.9. **“Customer Data”** means any content, materials, data and information that Prime Contractor, Customer or Customer's Authorized Users enter into the production system of a Cloud Service or that Prime Contractor or Customer derives from its use and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data does not include any component of the Cloud Services, Services, or SAP Materials. Customer Data and its derivatives will not include SAP's Confidential Information.
- 1.10. **“Deliverables”** means those specific Work Products which are explicitly identified as a “Deliverable” under the applicable Order Form.
- 1.11. **“Export Laws”** means all applicable import, export control and sanctions, including but without limitation, the laws of the United States, the EU, and Germany.
- 1.12. **“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 Prime Contractor or Customer under the Agreement.
- 1.13. **“Intellectual Property Rights”** means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) 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.
- 1.14. **“License Agreement”** means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller) and the Customer under which Customer procured the rights to use SAP Software or a Cloud Service.
- 1.15. **“Order Form”** means the applicable ordering document for Services that references these GTC.
- 1.16. **“Representatives”** means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants or other professional advisors.

- 1.17. **"SAP Materials"** means any materials (including statistical reports) provided, developed or made available by SAP (independently or with Prime Contractor's or 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 Prime Contractor. SAP Materials do not include the Customer Data or Prime Contractor Confidential Information.
- 1.18. **"SAP SE"** means SAP SE, a parent company of SAP.
- 1.19. **"SAP Software"** means:
- i. software products licensed and delivered to Customer as specified in software order forms between SAP (or an SAP SE Affiliate or an authorized reseller) and Customer;
  - ii. any new releases, updates or versions thereof made available under a License Agreement for SAP Software and Support; and
  - iii. any complete or partial copies of any of the foregoing.
- 1.20. **"Scope Document"** means the document that is provided with and becomes part of the Order Form and which defines sometimes in conjunction with a Service Description the Services to be provided.
- 1.21. **"Services"** mean those service(s) as further defined by those specific Scope Documents provided to Prime Contractor under an Order Form that references these GTC.
- 1.22. **"Service Description"** means pre-defined descriptions of services found at <http://www.sap.com/service-descriptions> 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.
- 1.23. **"Taxes"** means all federal, provincial or local sales, VAT, GST, foreign withholding, use, property, excise, service or similar taxes now or hereafter levied all of which shall be for Prime Contractor's account.
- 1.24. **"Work Product"** means any work product or tangible results produced by or with SAP, including works created for or in cooperation with Prime Contractor or Customer.

## **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 Prime Contractor issue or a Customer issue and Prime Contractor fails to provide SAP with reasonable advance notice, the time spent by Consultants on such Service will be charged to Prime Contractor.

## **3. PRIME CONTRACTOR'S GENERAL RESPONSIBILITIES**

### **3.1. Access**

- 3.1.1. Prime Contractor will make the necessary arrangements to allow SAP to perform the Services, 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 Prime Contractor's or Customer's site, Prime Contractor agrees to provide necessary access to such site including appropriate access to Prime Contractor or Customer premises, computer systems and other facilities.

## **4. CHANGE REQUEST PROCEDURES**

### **4.1. Change Requests**

- 4.1.1. Either party can request changes to the Services.
- 4.1.2. SAP is not required to perform under a Change Request prior to the execution by the parties of the applicable Change Request.

## **5. SATISFACTION WITH PERSONNEL**

If at any time Prime Contractor or SAP is dissatisfied with the material performance of an assigned Consultant or a Prime Contractor project team member, the dissatisfied party shall promptly report such dissatisfaction to the

other party in writing and may request a replacement. In the case of SAP dissatisfaction with a Customer project team member, SAP shall report such dissatisfaction to the Prime Contractor. The other party shall use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).

## **6. FEES AND TAXES**

### **6.1. Fees and Payment**

6.1.1. Prime Contractor shall pay fees as stated in the Order Form. Payment is due thirty (30) days after SAP issues an invoice. Prime Contractor does not pay any fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend the provision of Services until payment is made. SAP shall provide Prime Contractor with prior written notice before any such suspension. Any fees not paid when due shall accrue interest at the maximum legal rate. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order.

6.1.2. SAP's remuneration (or SAP's receipt of such remuneration) shall not in any way be conditioned upon the Prime Contractor receiving payment from the Customer.

### **6.2. Taxes**

Fees and other charges described in the Agreement do not include Taxes. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of the Agreement. If SAP is required to pay Taxes, Prime Contractor shall reimburse SAP for such amounts. Prime Contractor hereby agrees to indemnify SAP for any Taxes and related costs (including those related to the long-term assignment of Consultants), interest and penalties paid or payable by SAP. This Section shall not apply to taxes based on SAP's income.

## **7. TERM AND TERMINATION**

### **7.1. 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.

### **7.2. Termination of the Agreement**

#### **7.2.1. 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 Prime Contractor's failure to pay any money due hereunder within 30 days of the payment due date) unless the breaching party has cured such breach during such 30 day period.

b) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches sections 9 of these GTC.

7.2.2. SAP may terminate the Agreement immediately if Prime Contractor breaches sections 8, 15.3 or 15.5 of the GTC.

7.2.3. Either party may terminate the Agreement (excluding 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 an Services Order Form.

### **7.3. Effect of termination**

7.3.1. Prime Contractor 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 non-refundable travel costs including visa costs and related expenses.

### **7.4. Survival**

Sections 1, 6, 7, 8, 9, 11, 13, 14 and 15 of these GTC survive the expiry or termination of the Agreement.

## **8. INTELLECTUAL PROPERTY RIGHTS**

### **8.1. SAP Ownership**

8.1.1. Except for any rights expressly granted to Prime Contractor under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and any derivative works of:

- a) SAP Materials; and
- b) any Services, Deliverables and Work Products (including any techniques, knowledge or processes of the Services or Deliverables) whether or not developed for the Prime Contractor or Customer.

8.2. Prime Contractor shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

### **8.3. Protection of Rights**

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

8.4. Any Services, Deliverables, and Work Products provided by SAP 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, Work Products and Deliverables must be returned or deleted and must not be used.

8.5. Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Prime Contractor is granted a non-exclusive, non-transferable license to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under the Agreement solely to permit Prime Contractor to sub-license such SAP Deliverables and Work Product to the Customer in order to run Customer's and its Affiliates' internal business operations. This sub-license shall be granted for the same term and to the same extent as Customer is granted a license to use the SAP Software or the Cloud Service under the License Agreement. The foregoing will be subject to (i) Prime Contractor's compliance with the terms of this Agreement; and (ii) Customer compliance with the terms of the License Agreement.

8.6. Prime Contractor must immediately notify SAP in writing if any third party gains unauthorized access to SAP proprietary materials or Confidential Information. Prime Contractor shall take all reasonable steps to stop such unauthorized access. Prime Contractor shall also undertake such notification and informing duties on behalf of the Customer and shall ensure that the Customer takes all necessary steps to stop such unauthorized access.

## **9. CONFIDENTIALITY**

### **9.1. Use of Confidential Information**

9.1.1. The receiving party shall:

- a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own similar Confidential Information, which shall not be less than a reasonable standard of care;
- b) not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section 9;
- c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and
- d) retain any and all confidential, internal or proprietary notices or legends which appear on the original and on any reproductions.

9.1.2. Prime Contractor shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other facts relating thereto to any third party including the Customer, save for any practical, non-commercial terms required by SAP to be passed through to the Customer by the Prime Contractor.

9.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 9.

### **9.2. Compelled Disclosure**

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

### 9.3. Exceptions

9.3.1. The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- a) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information;
- b) has become generally known or available to the public through no act or omission by the receiving party;
- c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;
- d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or
- e) the disclosing party agrees in writing is free of confidentiality restrictions.

### 9.4. Destruction and Return of Confidential Information

9.4.1. Upon the disclosing party's request or the effective date of expiration or termination of the Agreement, except to the extent it is legally entitled or required to retain the Confidential Information, the receiving party shall promptly destroy or return to the disclosing party, at the disclosing party's election, all materials containing the disclosing party's Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media), provided, however that:

- a) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and
- b) the receiving party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies.

9.4.2. The obligation in this Section 9.4 shall not apply to Work Products provided by SAP to Prime Contractor under any Services (if applicable), unless the Agreement is terminated by SAP in accordance with Section 7.2.1 or 7.2.2. above.

## 10. PUBLICITY

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Prime Contractor will obtain Customer's consent for SAP to 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). Prime Contractor agrees that SAP may share information on Prime Contractor with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Prime Contractor employee contact information with SAP.

## 11. FEEDBACK

11.1. Prime Contractor 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.

## 12. WARRANTY

12.1. Good industry practices

12.1.1. 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.

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

#### 12.2. Notification

Prime Contractor shall notify SAP within 90 days of provision of the Service or Deliverable in writing of the alleged warranty breach and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP in order to rectify such warranty breach.

#### 12.3. Remedy

12.3.1. Provided Prime Contractor has notified SAP in accordance with Section 12.2 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:

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

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

#### 12.4. 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, by Prime Contractor, Customer or third-party software.

### 13. THIRD PARTY CLAIMS

#### 13.1. Claims Brought Against Prime Contractor

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

13.1.2. SAP's obligation under Section 13.1.1 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) Prime Contractor's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Prime Contractor's failure to provide or delay in providing such notice;
- d) modification of the Deliverable by Prime Contractor or Customer or by a third party on behalf of Prime Contractor or Customer;
- e) anything that Prime Contractor provides to SAP including configurations, instructions or specifications in relation to the Services; or
- f) any use of the Deliverables not permitted under the Agreement.

13.2. If a third party makes a claim under Section 13.1.1 or in SAP's reasonable opinion is likely to make such a claim, SAP may, at its sole option and expense:

- a) procure for Prime Contractor 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.

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

- 13.4. 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.
- 13.5. Claims Brought Against SAP
- 13.5.1. Prime Contractor shall defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to:
- a) any Prime Contractor or Customer use of the Services in violation of any applicable law or regulation; and
  - b) an allegation that the Customer Data, Prime Contractor's use of the Services, Customer's use of the Services or anything Prime Contractor has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party.
- 13.5.2. The foregoing shall apply regardless of whether such damage is caused by the conduct of Prime Contractor or by the conduct of a third party using Prime Contractor or Customer's access credentials.
- 13.6. Third Party Claim Procedure
- 13.6.1. All third-party claims under Sections 13.1 and 13.2 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 b) below.
  - b) The Defending Party will have the right to fully control the defense.
- Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.
- 13.7. Exclusive Remedy
- 13.7.1. The provisions of this Section state the sole, exclusive and entire liability of the Defending Party 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.
- 14. LIMITATION OF LIABILITY**
- 14.1. No Cap on Liability
- 14.1.1. 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) Prime Contractor's unauthorized use of any Service and / or any failure by Prime Contractor to pay any fees due under the Agreement;
- 14.2. Liability Cap for Services
- 14.2.1. Except as set forth in Section 14.1 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.
- 14.3. 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.
- 14.4. 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. Prime Contractor agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining the Services.

## **15. MISCELLANEOUS**

### **15.1. 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. No Waiver

A waiver of any breach or obligation of the Agreement is not deemed a waiver of any other breach or obligation.

### **15.2. Counterparts**

The Agreement may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one Agreement. Electronic signatures via DocuSign or any other form as determined by SAP are deemed original signatures.

### **15.3. Trade Compliance**

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

15.3.2. Upon SAP's request, Prime Contractor shall provide information and documents to support obtaining an export authorization. SAP may immediately terminate the affected Services upon written notice to Prime Contractor 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 Prime Contractor.

### **15.4. Notice**

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

### **15.5. Assignment**

Without SAP's prior written consent, Prime Contractor may not assign, delegate, or otherwise transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates.

### **15.6. Subcontracting**

15.6.1. SAP may use subcontractors to provide all or part of the applicable Services under the Agreement.

15.6.2. SAP is responsible for the performance of any Services by a subcontractor to the same extent as it would be if performed by its own employees

### **15.7. Relationship of the Parties**

The parties to the Agreement are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

### **15.8. 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.

15.9. Force Majeure

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

15.10. Governing Law

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 Ontario. 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.

15.11. Jurisdiction and Mandatory Venue

The parties submit to the exclusive jurisdiction of the courts located in Toronto. The parties waive any objections to the venue or jurisdictions identified in this provision.

15.12. Waiver of Right to Jury Trial

Each party waives any right it may have to a jury trial for any claim or cause of action arising out of or in relation to the Agreement.

15.13. Statute of Limitation

Except for claim(s) as to ownership or title to intellectual property rights, breach of the protections of the Confidential Information, the right of SAP to bring suit for payments due hereunder, or a party's failure to provide the indemnity obligations herein and its subject matter, either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within 1 year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

15.14. Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Prime Contractor 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, except as permitted under the Agreement. Terms and conditions of any Prime Contractor issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

15.15. Hierarchy

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

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