SAP SERVICES GENERAL TERMS AND CONDITIONS – SAP AS A SUBCONTRACTOR ("GTC")

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 as long 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 operated 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 laws, including 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, and the possible creation, modification, correction, improvement or enhancement of the Cloud Service, SAP Software or Services (as applicable).

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. "**Material Defect**" means the Deliverable fails to substantially comply with the applicable and corresponding acceptance criteria for that Deliverable set forth in the Order Form.

1.16. "**Order Form**" means the applicable ordering document for Services that references these GTC.

1.17. **"Premium Engagement Services"** means SAP MaxAttention, SAP ActiveAttention or SAP Value Assurance Services.

1.18. "**Representatives**" means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants or other professional advisors.

1.19. "**SAP Materials**" means any materials or information (including statistical reports and usage measurements of the SAP Software or Cloud Service) provided, developed, derived, 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.

1.20. "**SAP SE"** means SAP SE, a parent company of SAP.

1.21. "**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.

1.22. "**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.

1.23. "**Services**" means Premium Engagement Services, implementation services, consulting services or other related services as further defined by the specific Service Descriptions and/or Scope Documents provided to Prime Contractor under an Order Form that references these GTC and that may also be referred to in the Agreement as "Consulting Services" or "Professional Services".

1.24. "**Service Description**" means pre-defined 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.

1.25. "**Taxes**" means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.

1.26. "**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 and expected to be spent by Consultants on such Service will be charged to Prime Contractor.

2.2. Time not of Essence

2.2.1. All dates with respect to performance of the Services are estimated and time shall not be deemed of the essence.

2.3. Acceptance

2.3.1. If the applicable Order Form expressly states that the Deliverables are subject to acceptance and does not otherwise specify an acceptance procedure, the following acceptance procedure applies:

a) Upon delivery by SAP of a completed Deliverable, Prime Contractor shall have 10 calendar days to accept or reject the Deliverable due to a Material Defect based on the acceptance criteria set forth in the Order Form for that Deliverable (**"Acceptance Period"**).

b) Prime Contractor must accept the Deliverable if it meets the acceptance criteria in the Order Form, unless there is a Material Defect. If rejecting, Prime Contractor must provide written notice specifying the Material Defect within the Acceptance Period, in which case

SAP shall have a reasonable period to cure and redeliver the Deliverable for an additional acceptance procedure.

c) If Prime Contractor fails expressly accept or reject a Deliverable within the Acceptance Period, Prime Contractor shall be deemed to have accepted such Deliverable at the end of the Acceptance Period.

d) Upon acceptance of a Deliverable, all obligations of SAP related to the delivery and execution of Services associated with such Deliverable will be considered fulfilled.

e) Prime Contractor shall not make productive use and shall procure that Customer does not make productive use of a Deliverable unless it has been accepted (either expressly or by passage of time).

f) If the applicable Order Form does not expressly specify acceptance criteria for a Deliverable, such Deliverable will be deemed accepted upon delivery.

3. PRIME CONTRACTOR'S GENERAL RESPONSIBILITIES

3.1. Access, System Security and Data Safeguards

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, to the extent reasonably required for SAP to perform the Services.

3.1.3. When SAP is given access to Prime Contractor's or Customer's systems and data, SAP shall comply with Prime Contractor's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Prime Contractor shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Prime Contractor deems appropriate from time to time. Prime Contractor shall not grant SAP access to Prime Contractor or Customer systems or personal information (of Prime Contractor, Customer or any third party) unless such access is essential for the performance of Services under the Agreement.

3.2. Prime Contractor Cooperation

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

3.2.2. Prime Contractor shall appoint a contact person with the authority to make decisions and to supply SAP with any necessary or relevant information expeditiously. Prime Contractor may instead appoint an employee of the Customer, however subject always to the condition that the employee of the Customer shall be given full authority to make decisions on behalf of the Prime Contractor in relation to this Agreement and as required by this section. In such a case, SAP shall be entitled to fully rely on the decisions of the employee of the Customer as an authorized representative of the Prime Contractor.

3.3. Use Rights Prerequisites

3.3.1. Prime Contractor shall ensure it has all necessary use rights for the SAP Software or Cloud Service as well as any relevant third party license or use rights it requires in order for SAP to perform the Services. Prime Contractor agrees to ensure that Customer has all necessary use rights including third party license rights required for SAP's performance of the Services.

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 employee, contractor or Customer, 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. If Prime Contractor does not pay any fees (and Taxes) 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 (and Taxes) 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. Prime Contractor may not withhold, reduce or set-off fees owed.

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

All fees and other charges described in the Agreement are subject to applicable Taxes, which will be charged for in addition to fees under the Agreement.

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 the Agreement.

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, 15.4 or 15.6 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 a 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;

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, design contributions, related 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. Provided all amounts due under an Order Form are paid in full in accordance with the terms of the Agreement, 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 related facts to any third party including the Customer, except 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, the receiving party shall promptly destroy or return the disclosing party's Confidential Information including copies and reproductions of it. The obligation to destroy or return Confidential Information shall not apply:

a) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;

b) to Confidential Information

held in archive or back-up systems in accordance with general systems archiving or backup policies; or

c) to Confidential Information the receiving party is legally entitled or required to retain ;

d) to Work Products provided by SAP to Prime Contractor unless the Agreement is terminated by SAP in accordance with Section 7.2.1 or 7.2.2. above. If SAP terminates the Agreement in accordance with section 7.2.1 or 7.2.2., Prime Contractor shall automatically be required to destroy the Work Products without further notice from SAP.

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. Authorization warranty

Each party warrants that: (a) it is duly organized and validly existing under the laws of the state or country of its incorporation or formation and has full corporate power and authority to enter into and carry out its obligations in this Agreement; (b) this Agreement is enforceable; and (c) the execution, delivery and performance of this Agreement does not conflict with any written agreement to which a party may be bound.

12.3. 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.

12.4. Remedy

12.4.1. Provided Prime Contractor has notified SAP in accordance with Section 12.3 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:

a) re-perform the applicableServices;

b) correct the Deliverable; or

c) 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.

12.5. Exclusions

This warranty shall not apply if:

a) the Deliverables are not used in accordance with any applicable documentation provided;

b) the alleged warranty breach is caused by a modification to the Deliverable by a party other than SAP, by Prime Contractor, Customer or third-party software; or

c) the Deliverable was provided for no fee.

12.6. 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 Work 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.

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 obligations under Section 13.1.1 will not apply if the claim results from:

a) use of the Deliverables in conjunction with any other software, services or product not provided by SAP;

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 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 will defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to an allegation that the Customer Data 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. Prime Contractor will indemnify SAP and its Affiliates against all damages finally awarded against SAP and/or its Affiliates (or the amount of any settlement Prime Contractor enters into) with respect to these claims.

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

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 shall 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.

c) 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

The provisions of this Section state the sole, exclusive and entire liability of the parties, their Affiliates and subcontractors to the other party, and is the other 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

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

Except for damages resulting from either party's gross negligence or willful misconduct and as set forth in Section 14.1the maximum aggregate liability of Prime Contractor (and its Affiliates) and of SAP (and its Affiliates, licensors or subcontractors) arising under or in connection with the Agreement to the other or any other person or entity shall not exceed

(i) for Services (other than SAP Premium Engagement Services or subscription based Services), for all events (or series of connected events), the fees paid for the applicable Services associated with the damages, or

(ii) for SAP Premium Engagement Services or subscription based Services, for all events (or series of connected events) arising in any 12 month period, the annual fees paid for SAP Premium Engagement Services or subscription based Services associated with the damages arising in that 12 month period. Any "12 month period" commences on the start date of the SAP Premium Engagement Services or subscription based Services or any of its yearly anniversaries.

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.

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. The invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in cases of contractual gaps.

15.2. No Waiver

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

15.3. Counterparts

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

15.4. Trade Compliance

15.4.1. All Services, Work Products and SAP Materials are subject to Export Laws. SAP and Prime Contractor shall comply with Export Laws in the performance of the Agreement. Prime Contractor and its Affiliates shall not use, directly or indirectly export, re-export, release, or transfer the Services, Work Products or SAP Materials in violation of Export Laws. Prime Contractor may not permit the use of the Services, Work Products or SAP Materials to any end user

with whom transactions are prohibited by Export Laws. Prime Contractor and its Affiliates shall not use the Services, Work Products and/or SAP Materials in or from any country or region in which SAP products and services are not available for use, direct or indirect export, re-export, release or transfer, as listed on https://www.sap.com/about/agreements/export-statements.html.

15.4.2. Upon SAP's request, Prime Contractor shall provide information and documents necessary to support SAP in obtaining an export authorization for the provisioning of the Services, Work Products and/or SAP Materials. Upon written notice to Prime Contractor, SAP may terminate the affected Services if Export Laws prohibit SAP from providing the Services, Work Products and/or SAP Materials to Prime Contractor. Prime Contractor is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data.

15.5. 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.

15.6. 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.

15.7. Subcontracting

SAP may use subcontractors to provide all or part of the Services under the Agreement. SAP is responsible for the performance of Services by a subcontractor to the same extent as it would be if performed by its own employees.

15.8. Relationship of the Parties

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

15.9. Force Majeure

Neither party shall be held responsible (other than for the payment of amounts due hereunder) if the fulfilment of any terms or provisions of this Agreement are delayed or prevented by revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes herein enumerated or not. In such event, the time for performance of the applicable terms or provisions will be extended for a period equal to the duration of the conditions preventing performance.

In the event conditions beyond the performing party's reasonable control render the Service unavailable for more than 30 consecutive days, the other party may terminate the Agreement upon written notice to the performing party.

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 Italy.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 Italy. The parties waive any objections to the venue or jurisdictions identified in this provision. The mandatory, sole and exclusive venue, place or forum for any disputes arising from the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) shall be Milan (MI).

15.12. Statute of Limitation

Except for claim(s) as to ownership or title to intellectual property rights, breach of the protections 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).

15.13. 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.