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

## 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 or such legal entity is Controlled by the Customer. "Control" means in reference to a legal entity is defined as the ability to solely direct the management of such legal entity and the right to appoint or remove all of the board of directors. For the avoidance of doubt, in no event may a third party have a veto right or any other right or ability to circumvent the sole control of Customer towards the Affiliate. Any legal entity will be considered an Affiliate for only such time as that interest or Control 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 subscription based, 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 (i) the disclosing party or its Representatives designates as confidential, internal and / or proprietary at the time of disclosure; (ii) 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 from or on behalf of the Prime Contractor or Customer or any of their Affiliates to SAP, SAP SE or any other SAP Affiliate, or any reseller or representative thereof 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, mask right, 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 GTCs.

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

1.18.  "**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.

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

1.20.  "**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.

1.21.  "**Scope Document**" means the document (if any) that is provided with and becomes part of the Order Form and which defines sometimes in conjunction with a Service Description (as applicable) the Services to be provided.

1.22.  "**Services**" mean those service(s) as further defined by the specific Service Descriptions and/or Scope Documents provided to Prime Contractor under an Order Form that references these GTCs.

1.23.  "**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 (if any) defines the Services to be provided and becomes part of the Order Form.

1.24.  "**Taxes**" means all transactional taxes, levies and similar charges (and any related interest and penalties) such local sales tax, value added tax, withholding tax, use tax, property tax, excise tax, service tax or similar taxes.

1.25.  "**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 GTCs.

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 the 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)   If the relevant Deliverable passes the acceptance criteria set forth in the Order Form, Prime Contractor shall accept the Deliverable. Acceptance will not be unreasonably withheld by Prime Contractor. If Prime Contractor notifies SAP that it has rejected the Deliverable due to a Material Defect, Prime Contractor shall provide written notice, within such 10-day period, specifying the basis of the Material Defect.

c)   SAP shall have a reasonable period to cure and redeliver the Deliverable for an additional Acceptance Period. If Prime Contractor fails to reject any Deliverable within the Acceptance Period, in a written document specifying the Material Defect, Prime Contractor shall be deemed to have accepted such Deliverable as of the 10th day of the Acceptance Period.

d)   Upon acceptance of a Deliverable, all Services associated with such Deliverable shall be deemed accepted and SAP shall have no further obligation with respect to an accepted Deliverable. 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 by Prime Contractor (either expressly or by passage of time).

e)   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.

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, that the Prime Contractor has notified to SAP with reasonable prior written notice of. 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. Prime Contractor shall ensure Customer shall not store any personal data in non-production environments.  No breach of this provision shall be deemed to have occurred in the event of SAP's non-conformance with the aforementioned safeguard but where no personal information has been compromised.

3.2.   Prime Contractor Cooperation

3.2.1.   Prime Contractor shall provide and make available all Prime Contractor personnel as may be further addressed in an applicable Order Form or that SAP reasonably requires in connection with performance of the Services. 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 required to perform the Services. Prime Contractor agrees to ensure that Customer has all necessary license 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 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 employee, 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 an administrative fee at the rate of 12% per annum but not to exceed the maximum amount allowed by law. 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

　　　a)　Fees and other charges described in the Agreement do not include Taxes, now or hereinafter levied all of which shall be for Customer's account with the exception of income or corporation taxes attributable to SAP. SAP and Customer agree to comply with the applicable Tax law in force for the duration of the Agreement. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of this Agreement. If SAP is required to pay Taxes, Customer shall reimburse SAP for such amounts.

　　　b)　Notwithstanding the above, if the Customer is legally required to deduct withholding/any other type of taxes from any payment which is due to SAP, the Customer must promptly notify SAP at time of receiving invoice or when it becomes aware of such requirement, whichever is earlier and provide SAP with evidence of receipt by the relevant tax authority of any sum that the Customer has deducted as withholding tax/any other type of taxes and such other information or documents as SAP may reasonably require for purposes of obtaining any available tax credit. Should the Customer, notwithstanding formal written demand to it by SAP, fail to furnish to SAP such receipt within a reasonable period for any reason other than the obvious delay of the issuing authority, then Customer shall be liable to pay to SAP the amount so deducted upon demand.

　　　c)　Customer hereby agrees to reimburse SAP for any taxes and tax related costs, administrative fees and penalties paid or payable by SAP as a result of Customer's non-compliance in regard to this Section or delay with its responsibilities herein.

## 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 GTCs.

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 GTCs.

7.2.2. SAP may terminate the Agreement immediately if Prime Contractor breaches sections 8, 15.4 or 15.6 of the GTCs.

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

7.2.4. For the avoidance of doubt it is not required to obtain a court order to terminate the Agreement for any reason specified under this Agreement.

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.

7.3.2. The termination of any particular Service in accordance with this Section 7 shall not cause or result in termination of any other Services ordered under the same Order Form, nor shall termination of an Order Form or any particular Service under it result in termination of any separate Services Order Form between the parties.

7.4. Survival

Sections 1, 6, 7, 8, 9, 11, 13, 14 and 15 of these GTCs 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 to Prime Contractor 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 amounts due under an Order Form are paid in full in accordance with the terms of the Agreement, and all claims have been satisfied, Prime Contractor will be 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 right 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 treat all information about the Agreement, its terms and conditions, the pricing or any other facts relating thereto as Confidential Information of SAP and protect the same from disclosure to third parties in accordance with Sections 9.1.1 and 9.2.

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 breach 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, that are not generally accessible, 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 forty-five (45) 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 forty-five (45) 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 Services or Deliverable; or

   b)   refund the fee paid or reallocate quota for the specific non-conforming Service 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 Services, Work Product or any 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 Services 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 13 state the sole, exclusive and entire liability of the Defending Party, its Affiliates and subcontractors to the Named Party, and is the Named Party's sole remedy, with respect to covered third party claims and to the infringement and misappropriation of third party intellectual property rights.

## 14.	LIMITATION OF LIABILITY

14.1	SAP will not be liable for any Licensee activities not permitted under this Agreement including without limitation to the extent that any liability arises from any Service provided for no fee.

14.2	Exclusion of damages:

14.2.1	Subject to sections 14.2.2, 14.2.3 and 14.2.4 below and regardless of the basis of liability (whether arising out of breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty or claims by third parties, willful misconduct or otherwise) neither SAP or Licensee shall be liable to the other or any other party for any of the following types of loss or damage arising under or in relation to this Agreement:

a)	(i) loss of profits or revenue; (ii) loss of business; (iii) loss of or damage to data; (iv) loss of goodwill; (v) losses from computer failure or malfunction; (vi) legal fees; (vii) interest or exemplary or punitive damages, or (viii) loss of anticipated savings; and regardless of whether any such loss or damage listed in this sub-section (a) is direct, indirect, special, incidental or consequential;

b)	indirect, special, incidental or consequential loss or damages and whether or not the other party had been advised of the possibility of such loss or damage.

14.2.2	Subject to sections 14.2.1, 14.2.3 and 14.2.4 and regardless of the basis of liability (whether arising out of breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty or claims by third parties, willful misconduct or otherwise) the maximum aggregate liability of each party (or its respective Affiliates or SAP's licensors) to the other or any other party, will not exceed, (i) the fees paid for the applicable Services under the relevant Order Form; or (ii) in the case of Premium Engagement Services, subscription based Services or Services with monthly reoccurring fees, the fees paid in the twelve (12) month period preceding the date of the incident giving rise to the liability.

14.2.3	Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited by applicable law.

14.2.4	Nothing in this Agreement shall exclude or limit either party's liability for damages resulting from unauthorized use or disclosure of Confidential Information or Licensee's liability for any failure to pay any fees due under or in relation to this Agreement.

14.3 The parties agree that the provisions of this Agreement appropriately allocate the risks between SAP and Licensee and the Services reflect this allocation of risk and the limitations of liability herein.

14.1. 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 quality, 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. 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 or obligation 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 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.

15.4. Trade Compliance

15.4.1. 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.

15.4.2. 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.

15.5. 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

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

15.7.2. 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

15.8. 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.

15.9. Non-Solicitation

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

15.10. 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.

15.11. Governing Law

15.12. The Agreement and any claims relating to its subject matter shall be governed by and construed under the laws of England, without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

15.13. Arbitration

Except for the right of either party to apply to a court of competent jurisdiction for injunctive, or other equitable relief, any dispute or claim arising out of or relating to this Agreement, shall be settled by arbitration in Dubai International Financial Center in United Arab Emirates in accordance with the rules of arbitration of the London Court of International Arbitration (LCIA). The language to be used in the arbitration shall be English. One or more arbitrators appointed in accordance with the following: (i) Arbitration by One Arbitrator:  If the parties agree to a one-arbitrator, the parties shall agree upon and appoint an arbitrator, after first ascertaining that the appointee consents to act, within thirty (30) days from the date on which written notice of referral to arbitration by one party is received by the other party (the "Notice Date") or (ii) Arbitration by Three Arbitrators: If the parties are unable to agree on a one-arbitrator, or, having so agreed, are unable to agree on the arbitrator within thirty (30) days from the Notice Date, then the arbitration shall be conducted by and before three (3) arbitrators, who shall be appointed as follows.  Each party shall appoint one arbitrator, after first ascertaining that the appointee consents to act, and notify the other party in writing of the appointment within sixty (60) days from the Notice Date.  The appointed arbitrators shall agree upon and appoint the third arbitrator, who shall be the chairman, after first ascertaining that the appointee consents to act, and notify the parties in writing of the appointment within ninety (90) days from the Notice Date. The chairman shall be a qualified lawyer, and the other arbitrators shall have a background or training in computer law, computer science, or marketing of computer products.  The arbitrators shall have the authority to grant injunctive relief, in a form substantially similar to that which would otherwise be granted by a court of law. The parties irrevocably agree to submit to arbitration and the parties each agree that any award made by the arbitrators shall be enforceable in any country, without further inquiry into the disputed matters which are the subject of the award. The provisions of this section shall survive termination of this Agreement.

15.14. Statute of Limitation

Customer must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one year from the date when Customer knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

15.15. Entire Agreement

a) This Agreement constitutes the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, communications, arrangements, promises, assurances, warranties, representations and understandings between the parties (both oral and written) relating to that subject matter and no agreement, communication, arrangement, promise, assurance, warranty, representation, discussion, collateral contract or understanding of any kind, oral or written, shall be binding upon the parties unless incorporated herein. Each party acknowledges and agrees that in entering into this Agreement it has not relied on and shall have no remedy in respect of any agreement, communication, arrangement, promise, assurance, warranty, representation, discussion, collateral contract or understanding (whether negligently or innocently made) except those expressly set out in this Agreement. Each party agrees that it shall have no rights or remedies which, but for this section, might otherwise be available to it in respect of any such agreement, communication, arrangement, promise, assurance, warranty, representation, understanding, discussion, collateral contract or understanding; in any such case whether made innocently or negligently or otherwise. Nothing in this Agreement shall limit or exclude the liabilities or the rights or remedies of either party that cannot be limited or excluded by law.

b) This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Customer to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal-and-agent relationship.

15.16. 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 GTCs.