

**SAP PartnerEdge Build
General Terms and Conditions
("SAP PartnerEdge Build GTC")**

1. DEFINITIONS

Capitalized terms are defined in the Glossary. Other capitalized terms used in the SAP PartnerEdge Build GTC may be defined elsewhere in this SAP PartnerEdge Build GTC or other documents that constitute the Agreement.

2. BUILD SCHEDULE.

The Agreement provides Partner certain rights and obligations with respect to specific SAP PartnerEdge Model(s), all as specified in the SAP PartnerEdge Schedule(s) and incorporated in the Build Master Partner Agreement.

3. ORDERS, PAYMENT AND TAXES

3.1 Orders, Fees and Payment.

- (a)** Partner will order SAP Solution according to SAP's standard procedures. Partner will pay fees in amount and currency as stated in the applicable SAP PartnerEdge Model, SAP PartnerEdge Schedule and Order Form. Partner will pay to SAP all fees due within thirty days of date of invoice. SAP may provide invoices to an email address provided by Partner. Unpaid fees will accrue interest at the maximum legal rate. Partner purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services, whether provided by Partner, SAP or their respective partners.
- (b)** Partner agrees to pay to SAP the annual program fee(s) as set out in the PartnerEdge Program Guide and the RSPI ("**Program Fee**"). With regard to the first invoice, the Program Fee will be calculated by SAP from the Effective Date of the relevant SAP PartnerEdge Schedule to 31 December of the respective calendar year. Subsequent Program Fees will be calculated from 1st January to 31 December and must be paid by the Partner annually in advance.
- (c)** If Partner fails to make its payment on the due date, SAP may suspend Partner's rights under the Agreement, until payment is made. All orders under the Agreement and any Order Form are non-cancellable and fees are non-refundable.
- (d)** If SAP agrees to Partner's request to be invoiced in a different currency than the currency stated in an Order Form, the exchange rate will be based on the official fixing of the European Central bank at the date of invoice.

3.2 Taxes.

Partner and SAP will comply with all applicable tax laws and regulations. All amounts payable by Partner to SAP do not include, service, use, property, excise, service, customs duties, value added or similar transaction taxes ("Tax(es)") now or hereafter levied. Partner will bear such taxes with the exception of income or corporation taxes attributable to SAP. If Partner is required to withhold income or corporation tax or a similar tax from any payment to SAP under this Agreement, Partner will be entitled to withhold or deduct such tax from the gross amount to be paid. However, Partner will reduce any such withholding tax payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Partner will in the case of any withholding of tax provide SAP a receipt from the relevant authority to which such withholding tax has been paid and all other information and documents in order to enable SAP to apply for a tax credit against its income tax. Should the Partner fail to furnish SAP such receipt within a reasonable period, Partner will be liable to pay SAP the amount so deducted upon demand.

4. AUDIT.

SAP and Partner agree to the following audit terms:

- (a)** SAP shall have the right to once annually conduct an audit to verify the compliance of (i) Partner, and/or (ii) any of its Affiliates involved in the performance of obligations under any part of the Agreement, with the terms of the Agreement, in particular Partner's compliance obligations as set forth in Section 8 below. Notwithstanding foregoing, in the event SAP reasonably believes that a breach of the terms of this Agreement, in particular the compliance obligations set forth in Section 8 below, has occurred or will most likely occur, SAP shall have the right to perform an audit.
- (b)** The audit will be conducted by SAP or its nominated independent expert. By choosing the expert, SAP will take into account Partner's legitimate business interests. SAP will bear the costs of the audit unless the expert establishes a breach by the Partner in which case Partner must bear the costs.
- (c)** SAP will provide one (1) week advance notice of an audit unless a) SAP reasonably believes that evidence to be reviewed will be compromised or b) required by investigating authorities.
- (d)** The audit will take place during normal business hours and SAP will instruct its expert to conduct the audit in such a manner that it will not unreasonably interfere with Partner's business operations.
- (e)** Partner must make full disclosure to the expert, and ensure that (i) Partner and its Affiliates involved in the performance of obligations under any part of this Agreement and any of (ii) Partner's Representatives cooperate fully and provide information, grant viewing access to all necessary and useful documents and permit the making of copies of them. Financial records that relate to the subject matter of the audit must be readily available for inspection during audits by SAP or its expert. Partner also agrees to make its employees, officers, and directors involved in the performance of obligations under this Agreement available for meetings and interviews with SAP and/or its expert for the audit. Partner agrees to provide appropriate workspace for the expert.
- (f)** The expert will be bound in writing to confidentiality for the benefit of SAP and the Partner. The expert will undertake not to disclose information to SAP, except for the purpose of providing a report of the audit and, in case of a breach of any part of this Agreement, any information establishing such a breach.
- (g)** Partner's Confidential Information disclosed during the audit will not be used by SAP for any purpose other than to verify and prove if a breach of any part of this Agreement has occurred.
- (h)** Additional audit requirements are, if applicable, set out in the applicable SAP PartnerEdge Model.
- (i)** Partner must include audit terms with its agreements with any third party used by Partner in connection with its sales and marketing activities under this Agreement (hereinafter "Intermediary/ies") which are materially as protective as the terms in this Section 4. Furthermore, Partner must make SAP a third-party beneficiary to such audit terms with the right to enforce such provisions directly against the Intermediary at SAP's sole discretion. Partner will use best commercially reasonable efforts to cooperate with SAP in enforcement of the audit terms in its agreements with any such third party.
- (j)** SAP reserves the right to suspend new business with the Partner in the event of a lack of reasonable and/or timely cooperation by Partner and its representatives in case of an audit. Furthermore, SAP may terminate the Agreement and any or all PartnerEdge models in accordance with Section 6.1 (Termination) below in case Partner does not cooperate with SAP during an audit as outlined in this Section 4.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1 SAP Ownership.

SAP, SAP SE, their Affiliates, or licensors own all Intellectual Property Rights in and related to the SAP Solution, SAP Materials, Documentation, Modifications, design contributions, related knowledge or processes, and any derivative works of them conceived or created by SAP

(collectively, "SAP IP"). All rights to the SAP IP not expressly granted to Partner are reserved by SAP, SAP SE, their Affiliates and licensors. Partner will not remove, delete or alter any Intellectual Property Rights notices appearing on the SAP Materials.

5.2 Partner Ownership.

Subject to SAP's underlying Intellectual Property Rights as described in Section 5.1, Partner owns all Intellectual Property Rights in and related to the Partner Product, design contributions, related knowledge or processes, and any derivative works of them conceived or created by Partner ("Partner IP"). All rights to the Partner IP not expressly granted to SAP are reserved by Partner.

5.3 Non-Assertion of Rights.

Partner covenants, on behalf of itself and its successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, or their resellers, distributors, suppliers, commercial partners and customers, any rights in any Modifications developed by or on behalf of Partner or Partner Add-ons, or any other functionality of the SAP Product accessed by such Modification developed by or on behalf of Partner or Partner Add-on, or any claims of any rights, in any SAP Product or SAP Materials.

5.4 SAP Partner Logo; Trademarks

- (a)** Subject to Partner's compliance with the Program Requirements, SAP grants to Partner a revocable, nonexclusive, non-sublicensable, non-transferable license to use the SAP partner logo ("**SAP Partner Logo**") as set forth in the SAP PartnerEdge Branding and Logo Usage Guideline for Partners (the "**Guidelines**"). No other license to any other Trademark is provided by SAP under this Agreement. Upon SAP's request, Partner will provide sample uses of the SAP Partner Logo.
- (b)** Use of the SAP Partner Logo must conform to the Guidelines or such other SAP trademark use requirements that SAP may provide. Partner will not use any Trademark, in whole or in part, as part of any Partner mark, name, logo, and/or domain name.
- (c)** Partner agrees not to register any Trademark (in whole or in part), or any mark confusingly similar to a Trademark. Partner will not contest the validity of the SAP Partner Logo. Partner will reasonably cooperate with SAP, at SAP's expense, in the defense and protection of the SAP Partner Logo. Partner acknowledges the value of the goodwill in the Trademarks, including the SAP Partner Logo, and that SAP is the exclusive beneficiary of such goodwill.

5.5 Confidential Information.

- (a)** Use of Confidential Information.
 - i.** The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users 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 5.5. Partner will not disclose the Agreement or the pricing to any third party.
 - ii.** Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 5.5.
 - iii.** In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.
- (b)** **Exceptions.** The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:
 - i.** is independently developed by the receiving party without reference to the disclosing party's Confidential Information,

- ii. is generally available to the public without breach of the Agreement by the receiving party,
 - iii. at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
 - iv. the disclosing party agrees in writing is free of confidentiality restrictions.
- (c) **Publicity.** Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Partner agrees that SAP may use Partner's name in customer or partner 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). Partner agrees that SAP may share information on Partner with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Partner employee contact information with SAP SE and its Affiliates.
- (d) **Feedback.** Partner may participate in evaluations or discussions (collectively, "Discussions") with SAP where Partner may provide suggestions or input regarding SAP's business or technology (collectively "Feedback"). Partner grants to SAP and its Affiliates a non-exclusive, perpetual, irrevocable, worldwide, non-transferable (except to SAP Affiliates), royalty-free license, with the right to sublicense, use, publish, modify, and otherwise benefit from Feedback in any manner.

5.6 Independent Development.

Either party has the right to independently develop software or services that would compete with the other party's software or services without the use of the other party's Confidential Information. Either party will be free to use for any purpose the Residuals resulting from access to or work with the Disclosing Party's Confidential Information. Neither party will have any obligation to limit or restrict the assignment of such persons or to pay fees or royalties for any work resulting from the use of Residuals. However, nothing in this subsection will be deemed to grant to either party a license under the other party's copyrights or patents.

5.7 Enforcement of Rights.

If any third party to whom Partner has granted rights or access with respect to any SAP Product in accordance with the Agreement, is using, accessing, marketing or selling, the SAP Product without, or exceeding its, authorization, Partner will cooperate with SAP in enforcement and protection of SAP's rights. At the request of SAP, if prompt enforcement and protection of SAP's rights by Partner or cooperatively with SAP is not timely or successful, then Partner will temporarily stop marketing, licensing, positioning, providing and distributing the SAP Product to any such third party unless and until such unauthorized activity is resolved to SAP's satisfaction.

6. TERM AND TERMINATION

6.1 Termination.

A party may terminate a SAP PartnerEdge Schedule and SAP PartnerEdge Model:

- (a) upon thirty days written notice of the other party's material breach of the Build Master Partner Agreement, SAP PartnerEdge Build GTC, or the applicable SAP PartnerEdge Model or SAP PartnerEdge Schedule, unless the breach is cured during such thirty-day period;
- (b) as specifically permitted under the applicable SAP PartnerEdge Model with termination effective thirty days after receipt of notice, or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 5.5 or 11.5.

Termination will not relieve Partner from its obligation to pay fees that remain unpaid, except as authorized in the applicable SAP PartnerEdge Model. Partner agrees that communications to its Customers or other third parties and any publications/press releases regarding such termination will be mutually agreed in writing prior to distribution.

6.2 Effect of Expiration or Termination.

Model specific effects of termination are set forth in each SAP PartnerEdge Model. Upon termination of a SAP PartnerEdge Model, and except as otherwise expressly permitted under the SAP PartnerEdge Schedule:

- (a)** Partner's right to the following immediately ends:
 - (i) hold itself out as partner of SAP under or in connection with such SAP PartnerEdge Model;
 - (ii) use the SAP trademarks, including, without limitation, the SAP Logos which Partner was authorized to use as set out in this SAP PartnerEdge Build GTC under or in connection with such SAP PartnerEdge Model;
 - (iii) use the Documentation and other marketing programs and other materials and all copies, reproductions, summaries, or extracts thereof or based thereon distributed by SAP or its Affiliates under or in connection with such SAP PartnerEdge Model.
- (b)** Partner's right to use the Software and Cloud Service and all Confidential Information, or identify itself as an SAP partner will end;
- (c)** Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement;
- (d)** The parties agree that communications to Customers and any publications/press releases regarding such termination will be mutually agreed upon, in writing, prior to distribution; and
- (e)** Termination of a SAP PartnerEdge Model applies to all Software and Cloud Service licensed or subscribed under such SAP PartnerEdge Model. Except for termination of the affected Software and Cloud Service by SAP permitted under the applicable SAP PartnerEdge Model or as otherwise mutually agreed by the Partner in writing, partial termination of a SAP PartnerEdge Model is not permitted with respect to any part of the SAP PartnerEdge Model, SAP PartnerEdge Schedule, addenda and order documents.

6.3 Survival.

Sections 1, 3, 4, 5.1- 5.3, 5.4(c), 5.5-5.7, 6.1-6.3, 7 through 11 will survive the expiration or termination of the Agreement.

7. IMPORT AND EXPORT CONTROLS

7.1 Export Compliance.

- (a)** SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany ("Export Regulations"). Partner will not submit SAP Confidential Information to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws. Partner will take all precautions to ensure that any distributor, reseller and Customer permitted under the applicable SAP PartnerEdge Model complies with the Export Regulations.
- (b)** Export Assistance. Partner will support SAP in obtaining any required export and import authorization and/or approval by providing such information as requested by SAP. The availability of the Cloud Service and Cloud Materials may require prior export and/or import authorizations and this process may delay or prevent the delivery of Cloud Service or Cloud Materials, including support services. This section also applies to any Cloud Service or support services that SAP delivers directly to the Customer under the applicable SAP PartnerEdge Model.
- (c)** Required Authorization. It is Partner's sole responsibility to obtain any required authorization and/or approval from the competent authorities to comply with any applicable Export Regulations with respect to the Bundled Service.

8. PARTNER'S COMPLIANCE OBLIGATIONS

8.1 Compliance Obligations.

Partner will conduct operations in compliance with applicable laws, rules and regulations in exercising its rights and obligations under this Agreement. Laws may include but not be limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and local anticorruption legislation that may apply. Partner will comply with SAP's Partner Code of Conduct, or its own code of conduct if comparable standards are established. Partner confirms that it is not listed by any government agency as debarred, suspended, or proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

8.2 Prohibited Parties.

In exercising rights and obligations under this Agreement, Partner and anyone acting on Partner's behalf will not make, offer, promise or authorize payment of anything of value directly or indirectly to any of the following Prohibited Parties for the purpose of unlawfully influencing their acts or decisions:

- (a)** Employees, consultants, or representatives of the Customer or prospective Customer,
- (b)** Government officials or employees,
- (c)** Political party officials or candidates,
- (d)** Officers or employees of any public international organization,
- (e)** Immediate family member of such persons (or any other person) for the benefit of such persons

Business entertainment conducted for the fulfillment of this Agreement must be appropriate, transparent, compliant with policies of the guest's company, and absent of any appearance of an attempt to influence business decisions.

8.3 Delegation.

Partner will only have rights to delegate its obligations under this Agreement to subcontractors if expressly permitted under this Agreement. Partner will require all subcontractors to agree in writing to terms substantially similar to this Section 8. Partner must obtain SAP's prior written consent before paying any third party a commission, finder's fee, referral fee, success fee, or any similar payment for activities for purposes of securing business on behalf of SAP under this Agreement, except pursuant to Partner's standard partner programs.

8.4 Information.

Partner will not obtain on SAP's behalf or provide to SAP or its Affiliates any information which is not legally available in the Territory, or which is procurement-sensitive, proprietary, or classified, where there is reason to believe that possession of such information is unauthorized, illegal, or unethical.

9. WARRANTIES AND DISCLAIMER

9.1 Disclaimer.

Except as otherwise provided in the applicable SAP PartnerEdge model, Neither SAP nor its subcontractors make any representation or warranties and SAP and its subcontractors disclaim all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representations, warranties, terms, conditions or statements of non-infringement or results to be derived from the use of or integration with any products or services, or that the operation of any products or services will be secure, uninterrupted or error free.

10. LIMITATION OF LIABILITY

10.1 Unlimited Liability.

Neither party will exclude or limit its liability for damages resulting from:

- (a)** unauthorized use or disclosure of Confidential Information;
- (b)** breach or violation of SAP and its Affiliates' Intellectual Property Rights;
- (c)** Partner's indemnity obligations under the Agreement and any SAP PartnerEdge Model;
- (d)** each party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data;
- (e)** death or bodily injury arising from either party's negligence or willful misconduct;
- (f)** any failure by Partner to pay any fees due under the Agreement;
- (g)** Partner's breach of any Customer and resellers' licensing requirements set forth in the applicable SAP PartnerEdge Model;
- (h)** breach of the obligations imposed by s.12, Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980; and
- (i)** any other liability which cannot be excluded or limited by applicable law.

10.2 Liability Cap.

- (a)** Subject to Sections 10.1 and 10.3, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of the Agreement), the maximum aggregate liability of either party (or its parent, respective Affiliates or subcontractors) to the other or any other person or entity for all events (or series of connected events) arising out of the Agreement will not exceed:
 - i. The license fee paid for the applicable Software directly causing the damage; or
 - ii. The annual subscription fee paid for the applicable Cloud Service directly causing the damage for a twelve-month period. Any "twelve-month period" commences on the Subscription Term start date or any of its yearly anniversaries.
- (b)** Anything to the contrary herein notwithstanding and subject to Sections 10.1 and 10.3, with respect to Third Party Software, under no circumstances and regardless of the nature of any claim shall SAP or its licensors' be liable for an amount of damages in excess of the paid license fees for the Third Party Software directly causing the damages.

10.3 Exclusion of Damages.

Subject to Section 10.1:

- (a)** regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement), under no circumstances shall either party (or their respective Affiliates or SAP's subcontractors) be liable to the other party or any third party for any loss or damage (whether or not the other party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is (i) incidental, consequential, special, punitive or indirect; or (ii) for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, loss resulting from work stoppage or loss of revenue or anticipated savings, data loss, computer failure or malfunction, whether any such loss or damage is direct or indirect and even if advised of the possibility of such damages, and
 - (b)** SAP will not be liable for any damages caused by any SAP Product provided for no fee.
- IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS GTC WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OR WARRANTIES OR EXCLUSION OF DAMAGE IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

10.4 Risk Allocation.

The Agreement allocates the risks between SAP and Partner. The fees for the SAP Product reflect this allocation of risk and limitations of liability.

11. MISCELLANEOUS

11.1 Severability.

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

11.2 Waivers.

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

11.3 Electronic Signature.

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

11.4 Notices.

All notices will be in writing and given when delivered to the address set forth in the Build Master Partner Agreement or any Order Form with copy to the legal department. Notices made under the Agreement (including, without limitation, under Section 12.3) by SAP relating to the operation or support of the SAP Product, or the SAP PartnerEdge Model may be in the form of an electronic notice to Partner's authorized representative or administrator identified in the Build Master Partner Agreement or Order Form.

11.5 Assignment.

Without SAP's prior written consent, Partner may not assign or transfer the Agreement (or any of its rights or obligations) to any party. A Change of Control of Partner will be deemed an assignment of this Agreement. Partner will provide to SAP written notice at least sixty (60) days prior to any proposed assignment or transfer. Any attempted assignment or transfer of this Agreement in violation of this Section is void. SAP may assign the Agreement to SAP SE or any of its Affiliates.

11.6 Subcontracting.

SAP may subcontract parts of the Cloud Service or its performance under the Agreement to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

11.7 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.

11.8 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.

11.9 Entire Agreement.

This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Partner 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 superseded by the Agreement. Each party acknowledges that in entering into the Agreement it has not relied on any representation, discussion or other writings except those expressly set out in the Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion or other writings. The Agreement may be modified solely in writing signed by both parties, except as expressly permitted under the applicable SAP PartnerEdge Schedule or SAP PartnerEdge Model. This Agreement will prevail over terms and conditions of any Partner-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

11.10 Non-Exclusivity.

This is a non-exclusive relationship. Each party may have similar agreements with others.

11.11 Governing Law.

This Agreement will be construed, and the legal relations between the parties hereto will be determined, in accordance with the laws of Ireland. In the event of any conflicts between foreign law, rules, and regulations, and Irish law, rules, and regulations, Irish law, rules, and regulations will prevail and govern. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is Ireland. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

11.12 Records.

Partner will maintain accurate and transparent books, records and accounts in accordance with record retention policies sufficient to accurately account for transactions and to demonstrate compliance with applicable laws and regulations. Financial books, records, and statements shall be kept in reasonable detail, accuracy and fairly reflect the disposition of assets and transactions. The contents of the books and records and related supporting documentation should be sufficient such that a third party could assess the business purpose of the transaction, including (as applicable) the identification of any third parties involved. Partner must accurately document all transactions related to this Agreement and prevent side agreements contradicting the terms of the Agreement and the commitments made by Partner towards SAP, whether oral or written. Where Partner becomes aware of any such side commitments, Partner must promptly notify SAP of such commitments in writing.

11.13 Priority of Agreements.

The following descending order of precedence will apply, in the event of any conflict or inconsistency between parts of the Agreement: (a) Order Form, if applicable; (b) the applicable SAP PartnerEdge Schedule; (c) the applicable SAP PartnerEdge Model; (d) the Master Partner Agreement; (e) the PartnerEdge GTCs; (f) the PartnerEdge Program Guide; (g) the PartnerEdge Branding Guide; and (h) the RSPI.

12. CHANGES TO TERMS.

12.1 Price List.

SAP reserves the right to change the Price List without prior written notice. Any change to the Price List will become effective on the date indicated in the Price List or if no such date is indicated, upon the earliest of (i) it being published on SAP's partner-dedicated website or (ii) it otherwise being provided by SAP or its Affiliates to the Partner. The Price List that was effective when Partner places a correctly filled-out order for the relevant SAP Product with SAP will apply. Existing quotes provided by SAP to Partner will be honored for the time that the quote is valid or in case the quote does not contain a validity date for the time during which the quote can reasonably be expected to be accepted.

12.2 Terms.

SAP reserves the right to change any or all parts of this Agreement (in particular by replacing parts of it with an updated version), including, without limitation, any SAP PartnerEdge Model, the PartnerEdge GTCs, the PartnerEdge Program Guide, the PartnerEdge Branding Guide, the RSPI and any other guide or agreement concluded under or in connection with the Agreement as may be reasonably required and consistent with SAP's practices.

12.3 Notice.

SAP will give Partner at least:

- (a) if Partner is located in EMEA or APJ, three months; and
- (b) if Partner is located in North America or Latin America, sixty days,

prior notice in writing or in any other documented form of changes to the items listed in this Section 12.2.

Unless otherwise stated in the notice, the notice will become effective:

(i) if Partner is located in EMEA or APJ, three months; and

(ii) if Partner is located in North America or Latin America, after sixty-days ("**Change Period**").

If the justified interest of Partner is negatively affected by the changes, Partner is entitled to terminate the affected part of the Agreement with effect to the expiration of the applicable Change Period. If Partner does not terminate within the applicable Change Period, the changes are deemed to be accepted by Partner.

12.4 Any change that SAP reasonably believes to be beneficial to Partner may, at SAP's discretion, become effective upon notice by SAP. Such changes include, but are not limited to, increased discounts, promotions and program enhancements. Should Partner believe a change not to be beneficial, Partner must notify SAP in writing within five days of receipt of such notice that Partner does not agree with SAP's assumption and state the reasons why the change would not be beneficial to Partner. In such case, Section 12.3 above applies.

12.5 SAP may elect to discontinue the distribution of any or all components or functionality of any or all of the SAP Solution and to cancel any or all orders for the discontinued SAP Solution without liability to partner. However, SAP will return any fee prepaid by Partner for the discontinued SAP Solution, including, without limitation, prepaid license fees for discontinued Software, SAP Support, Cloud Service, Subscription Service and/or other services, in each case less an appropriate amount covering the period from the effective date of the license or subscription service until the termination date of the Software license or Cloud Service.

Glossary

- 1.1 "Add-on"** means any development using APIs that adds new and independent functionality to the Software, but does not modify existing functionality of the Software.
- 1.2 "Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
- 1.3 "Agreement"** means the SAP PartnerEdge Build GTC, the Build Master Partner Agreement, SAP PartnerEdge Model, the SAP PartnerEdge Schedule and, documents incorporated into the SAP PartnerEdge Schedule, and Order Form.
- 1.4 "APIs"** means an SAP and its Affiliates' application programming interfaces and accompanying or related Documentation, source code, tools, executable applications, libraries, subroutines, widgets and other materials (and all derivative works or modifications thereof) that allows other software to communicate with or call on SAP Solution, including any access code, authentication keys or similar mechanisms to enable access of the APIs.
- 1.5 "Authorized User"** means any individual to whom Partner or its Customer, as applicable, grant access authorization to use the Cloud Service that is an employee, agent, contractor, or representative of
- (a) Partner
 - (b) Customer
 - (c) Partner or Customer's Affiliates, and/or
 - (d) Customer's or Customer's Affiliates' Business Partners.
- 1.6 "SAP PartnerEdge Model"** means each of the different "SAP PartnerEdge Build Specific Terms and Conditions" that are incorporated in a SAP PartnerEdge Schedule.
- 1.7 "SAP PartnerEdge Schedule"** means an SAP PartnerEdge Schedule that is executed between Partner and SAP that references the applicable SAP PartnerEdge Model.
- 1.8 "Bundled Solution"** means the combined offering of the Software or Cloud Service in conjunction with the Partner Product. Software or Cloud Service cannot be used independent of the Partner Product.
- 1.9 "Business Partner"** means a legal entity that requires access to the SAP Solution in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer and its Affiliates.
- 1.10 "Change of Control"** of a party means a transaction or series of transactions (i) where 50% or more of the entity's shares or voting rights of a party ("Control") is acquired by persons or entities other than those who Control such party on the Effective Date of the Build Master Partner Agreement, or (ii) resulting in the sale of all or substantially all of a party's assets.
- 1.11 "Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP under the SAP PartnerEdge Schedule and Order Form, including the Tools provided by SAP to Partner in connection with this Agreement.
- 1.12 "Confidential Information"** means:
- (a) with respect to Partner: (i) the Partner Product, (ii) Partner marketing and business requirements, (iii) Partner implementation plans, and/or (iv) Partner financial information, and
 - (b) with respect to SAP: (i) the SAP Product, Documentation, SAP Materials, and the analysis referenced the SAP PartnerEdge Schedule for Cloud Service, and (ii) information regarding SAP research and development, product offerings, pricing and availability.
 - (c) With respect to both Parties: Confidential Information of either SAP or Partner also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

- 1.13 "Customer"** means Partner's customer that is licensing or using the Bundled Solution only for its own internal business operations that has signed an End User Agreement. A Customer will not include any Affiliates of Partner.
- 1.14 "Data"** means any content, materials, data and information that Authorized Users entered into the production system of a Software or Cloud Service or that Customer or Partner derives from its use of and stores in the Software or Cloud Service (e.g. Customer-specific reports). Data and its derivatives will not include SAP's Confidential Information.
- 1.15 "Documentation"** means SAP's then-current technical and functional documentation for SAP Product as well as any roles and responsibilities descriptions, if applicable, which is made available to Partner with the SAP Product.
- 1.16 "End User Agreement"** means a written agreement entered into between Partner, or its resellers or distributors, if applicable, and any Customer pursuant to which Customer purchases a license or subscription to the Bundled Solution.
- 1.17 "Intellectual Property Rights"** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.18 "Intermediary"** is as defined in Section 4(i).
- 1.19 "Modification"** means (i) a change to the delivered source code or metadata; or (ii) any other development that customizes, enhances or changes existing functionality of the SAP Product, including but not limited to, the creation, modification, enhancement or customization of any new application program interfaces, alternative user interfaces, SAP SDK or the extension of SAP data structures; or (iii) any other change to the SAP Product (other than Add-ons) utilizing or incorporating any SAP Materials; and (iv) any creation, modification enhancement or customization of the SAP Product using SAP SDK, SAP Materials, or SAP Intellectual Property Rights.
- 1.20 "New Release"** means new releases, updates or versions of the Software made generally available by SAP through unrestricted shipment pursuant to SAP Support after the Effective Date of the Agreement.
- 1.21 "Order Form"** means the order form provided by SAP for purposes of ordering Software or Cloud Service under the applicable SAP PartnerEdge Model.
- 1.22 "Partner Level"** means the program levels as described in detail in the applicable PartnerEdge Program Guide.
- 1.23 "Partner Solution"** means Partner's products, software or subscription-based, hosted, supported, or on-demand services that are approved by SAP in writing to integrate with the Software or Cloud Service (including through the SAP Application Readiness Check).
- 1.24 "Price List"** means any price list(s) issued by SAP for the applicable SAP PartnerEdge Model setting out the available software, services and the prices or fees as further defined in the in the applicable SAP PartnerEdge Model.
- 1.25 "Program Requirements"** means the Partner has to fulfill the program requirements described in the applicable SAP PartnerEdge Model and PartnerEdge Program Guide.
- 1.26 "Representatives"** means:
- in case of Partner (i) employees, consultants and (sub)-contractors of Partner or any of its Affiliates and (ii) attorneys, accountants or other professional business advisors of Partner or any of its Affiliates; and
- in case of SAP (i) employees, consultants and (sub)-contractors of any member of the SAP and any of its Affiliates and (ii) attorneys, accountants or other professional business advisors of any member of the SAP and its Affiliates,

who are in both cases actively and directly involved in the performance of obligations under any part of this Agreement or who otherwise need to know the Confidential Information for the purpose of party's performance under any part of this Agreement and are put under obligations of confidentiality substantially similar to those set forth in Section 5.5 of this GTC (Confidentiality).

- 1.27 "Residuals"** means information in non-tangible form, which may be retained inadvertently in the unaided memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained herein, so long as such persons have not studied the information for the purpose of replicating the same from memory.
- 1.28 "SAP"** means the SAP entity executing in the SAP PartnerEdge Schedule that is a party to the Agreement.
- 1.29 "SAP SDK"** means SAP software development kit that includes tools such as APIs, source code, redistributable files and instructions. SAP SDKs are also Software within the meaning of the Agreement.
- 1.30 "SAP Materials"** means any materials, (including Modifications and Add-ons), software and APIs provided or developed by SAP (independently or with Partner's cooperation) prior to or in the course of performance under the Agreement, including in the delivery of any support to Partner or its Customers and any information, materials or feedback provided by Partner to SAP relating to the Software or Documentation. SAP Materials do not include any Customer or Partner Data, Partner Confidential Information, or the Software or Cloud Service.
- 1.31 "SAP Partner Code of Conduct"** means SAP and its Affiliates' global policy document that provides a set of informative guidelines to enable partners to comply with good business practices which is published on SAP's partner-dedicated website.
- 1.32 "SAP Policies"** means the operational guidelines and policies applied by SAP to provide and support the Cloud Service as incorporated in the SAP PartnerEdge Schedule.
- 1.33 "SAP Solution"** means Software, Documentation, SAP Materials, Cloud Service and/or SAP Support.
- 1.34 "SAP Support"** means the SAP's then-current SAP support offering set forth in the SAP support schedule that is incorporated in the SAP PartnerEdge Schedule.
- 1.35 "Software"** means (i) software products licensed to Partner as specified in SAP PartnerEdge Schedule, all as developed by or for SAP, SAP SE and/or any of their affiliated companies and delivered to Partner hereunder; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to SAP Support or warranty obligation and (iii) any complete or partial copies of any of the foregoing.
- 1.36 "Subscription Term"** means the term of a SAP Product subscription identified in the SAP PartnerEdge Schedule or Order Form, including all renewals.
- 1.37 "Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in the SAP PartnerEdge Schedule. As applied to Partner's authorized use of the Cloud Service, references to "Customer" in the Supplement will be replaced with "Partner".
- 1.38 "Territory"** is as defined in the SAP PartnerEdge Schedule.
- 1.39 "Third Party Software"** means (i) any and all software products and content licensed to Partner under this Agreement as specified in SAP PartnerEdge Schedule, all as developed by companies other than SAP, SAP SE and/or any of their affiliated companies and delivered to Partner by SAP; (ii) any new releases, updates or versions thereof made available through SAP Support or warranty obligations and (iii) any complete or partial copies of any of the foregoing.
- 1.40 "Tools"** is as defined in the Supplement.
- 1.41 "Trademarks"** means the trademarks, service marks, trade names, service names, proprietary words, symbols and other logos of SAP, SAP SE, and their respective Affiliates or licensors.

- 1.42 "Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in the SAP PartnerEdge Schedule or Order Form.
- 1.43 "Use"** means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.
- 1.44 "Use Terms"** means the Software Use Rights document that are incorporated in the SAP PartnerEdge Schedule, current as of the date of the order of the applicable Software. References to "OEM" in the Use Terms will be deleted and replaced by "Partner". As it relates to Use of the Software by Partner, references to "Licensee" in the Use Terms will be deemed to mean "Partner" and with respect to Use of the Software by Customer, references to "Licensee" will be deemed to mean "Customer".