

Exhibit G
– Distributable Components –
to the SAP PartnerEdge – Build Innovation Schedule

This Exhibit G consists of the Exhibits G – 1, Annex 1, and Annex 2, and is hereby annexed to and made a part of the SAP PartnerEdge – Build Innovation Schedule. All capitalized terms not defined in this Exhibit shall have the meaning ascribed in the Agreement, including the Master Partner Agreement, any applicable SAP PartnerEdge Schedule, SAP PartnerEdge Model, other applicable document, exhibit, appendix, annex, order form, and/or purchase order included in, attached to, or referenced to in the Agreement

Exhibit G-1
– Distributable Components Terms and Conditions –
to the SAP PartnerEdge – Build Innovation Schedule

This Exhibit governs the right to distribute certain SAP proprietary software program components (the “Distributable Components” as defined below) with Platform Application that operates with Software licensed under the Agreement by Partner during the term of the Agreement. . Any breach of this Schedule by an Affiliate shall be considered as a breach of Partner. In the event of any conflict between the terms of the Agreement and this Exhibit, the terms of this Exhibit shall prevail with respect to the subject matter of the conflict.

1. DEFINITIONS

“**Distributable Components**” shall mean the Software listed in Annex 1 (Distributable Components List).

2. LICENSE GRANT

2.1 Distribution Rights

SAP hereby amends the Agreement to grant to Partner a nonexclusive and non-transferable term license to market, distribute and sublicense copies of unmodified object code versions of the then current Distributable Components to End Users (both directly and indirectly through Partner's Distributors) in the Territory, royalty free, provided that (a) Partner has an effective subscription to the applicable Innovation Pack (b) such Distributable Components are either: (i) distributed by Partner in the same package as a Partner developed interface that enables Platform Application in the Agreement to operate in conjunction with Software (“**Partner Interface**”) or (ii) distributed by Partner with, or embedded in, Platform Application or such Partner Interface. End Users must not redistribute Distributable Components.

2.2 Partner's Obligations

Partner may distribute the Distributable Components, as permitted in Section 2.1 and subject to Section 2.2, hereunder with releases of the Partner Interface.

2.2.1 Partner's may only distribute or sublicense any Release of the Distributable Components (including any Distributable Components licensed previously under the Agreement, Distributable Components Exhibit or other license agreements) for as long as such Release is under Mainstream Maintenance

2.2.2 Distributable Components listed in this Distributable Components Exhibit shall include New Releases of the same Distributable Components made generally available by SAP on SAP's applicable Distributable Components List as outlined in Annex 1 that are (i) under mainstream maintenance of the then current release strategy for Software

releases as stated in <http://service.sap.com/releasestrategy> (“Mainstream Maintenance”), and (ii) made generally available by Licensor to its Partners hereunder.

2.3 Sublicensing Requirements

The Distributable Components shall be sublicensed by Partner to End Users (directly or through Partner’s distributors) pursuant to a written license agreement between Partner (or its distributor) and the End User that includes, in substance, all of the minimum terms and conditions set forth in **Annex 2**. Upon SAP’s request from time to time, Partner shall confirm in writing its compliance with the foregoing obligation.

2.4 Support and Training

The Distributable Components are provided by SAP to Partner on an “AS IS” basis. SAP shall have no obligation to provide Partner or its distributors or End Users with any technical support, training or other services with respect to copies of the Distributable Components distributed by Partner under the Agreement. Partner shall be solely responsible for providing all support and warranty services to Partner’s distributors and End Users.

2.5 Title

The Distributable Components shall remain at all times the property of SAP and its licensors, and neither Partner, its distributors, nor their End Users, shall have any right, title or interest therein, except for the specific rights expressly set forth in this Distributable Components Exhibit. All copyright and other proprietary notices incorporated in or fixed to a Distributable Component or documentation shall be duplicated by Partner on all copies or extracts thereof. SAP grants no rights in any source code version of the Distributable Components to Partner hereunder. Partner shall not (nor shall it permit any of its End Users) to: (a) translate, localize or modify any portion of the Distributable Components; (b) reverse engineer, reverse assemble or reverse compile the Distributable Components or any part thereof (except to the extent expressly permitted by mandatory applicable law); or (c) remove any copyright notices or other proprietary notices from the Distributable Components.

3. TERM AND TERMINATION

The rights granted under Section 2 of this Distributable Components Exhibit shall remain in effect until termination of the applicable Agreement, the Distributable Components Exhibit, or the subscription of the applicable Innovation Pack unless earlier terminated as follows: (a) immediately upon the expiration or termination of the Agreement; or (b) at any time by SAP upon at least thirty (30) days written notice to Partner; or (c) immediately by SAP in the event of any material breach by Partner of the material terms and conditions of this Distributable Components Exhibit. All sublicenses of the Distributable Components properly granted by Partner to End-Users prior to termination in accordance with this Distributable Components Exhibit shall continue in effect until the termination of the End User License Agreement. Except in the event of termination under Section (c) above as a result of default by Partner, SAP agrees that Partner may continue to distribute the then current version of the Distributable Component for a period not to exceed one hundred and eighty (180) days following the termination. Upon request by SAP following such 180-day period after termination of this Distributable Components Exhibit, Partner shall certify in writing to SAP that all copies (in any form or media) of the Distributable Components in its possession or control (including any copy of such Distributable Components in the possession or control of any Affiliates of Partner), whether or not modified or incorporated into other materials, have been destroyed or returned to SAP. It is agreed that any Distributable Components validly licensed to End Users in accordance with this Distributable Components Exhibit are not in the Partner’s possession or control. Section 4 of this Distributable Components Exhibit shall survive termination of the Agreement or this Distributable Components Exhibit.

4. INDEMNIFICATION

For purposes of this Distributable Components Exhibit, PartnerEdge GTCs Part 2, Article 2, Section 2 of the Agreement shall be deemed to encompass the Distributable Component; as such term is defined in this Distributable Components Exhibit. In addition to the indemnification set forth in PartnerEdge GTCs Part 2, Article 2, Section 2 of the Agreement, Partner agrees to indemnify SAP and to hold SAP harmless from all costs, loss, liability and expense (including court costs, disbursements, and reasonable fees of attorneys and expert witnesses) incurred as a result of Partner's or its distributors' failure to include substantially any of the terms and conditions set forth in **Annex 2** in its license agreement with any End-User.

**Annex 1
– Distributable Components List –
to the Distributable Components Exhibit**

This Annex 1 to the Exhibit lists the Distributable Components for distribution by Partner during the term of the Agreement.

SAP reserves the right to change, add or delete Distributable Components at any time with at least thirty (30) days prior notice and communicate such changes to Partner via the most current Distributable Component List found at: <https://www.sapappsdevelopmentpartnercenter.com/en/agreements/>.

Distributable Components List

Distributable Components shall include the components, of the object code version, of the Software on the platform(s), as listed below,

based on the applicable Innovation Pack for HANA and databases:

<u>Software:</u>	<u>platform(s):</u>
• Software Developer's Kit (SDK), available for SAP ASE, SAP IQ, and SAP SQL Anywhere	all supported platform(s)
• Software Developer's Kit (SDK), available for SAP ESP	all supported platform(s)
• SAP HANA JDBC	all supported platform(s)

Annex 2
– Mandatory Terms of Distributable Components End User Licenses –
to the Distributable Components Exhibit

This Annex 2 to the Exhibit outlines the mandatory terms of Distributable Components End User licenses during the term of the Agreement.

All End User agreements including the sublicensing of the Distributable Components shall include substantially the following provisions (i.e., Partner and its distributors will include substantially these terms in all of their agreements with such End Users):

(1) Only a non-exclusive, non-transferable right to use the Distributable Components is granted to the licensee.

(2) Partner's licensor (SAP) retains all title to the Distributable Components, and all copies thereof, and no title to the Distributable Components or any associated intellectual property rights is transferred to the licensee.

(3) The licensee shall include on all copies of the Distributable Components all copyright and other proprietary notices or legends included on the version of the Distributable Components supplied to such licensee.

(4) The licensee agrees not to translate, localize or modify any portion of the Distributable Components or to reverse assemble, decompile or otherwise attempt to derive source code from the Distributable Components (except to the extent permitted by mandatory applicable law).

(5) The licensee agrees to comply with all applicable export control laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Distributable Components or any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons production. This provision shall survive the expiration or termination of the sublicense agreement between Partner and its End User. If licensee is a U.S. government licensee, use, duplication or disclosure of the Distributable Components by the U.S. Government shall be subject to terms and conditions consistent with these Mandatory Terms and any applicable FAR provisions, for example, FAR 52.227-19.

(6) Partner's licensors (including SAP) shall not be liable to the licensee for any general, special, direct, indirect, consequential, incidental or other damages arising out of or related to the Distributable Components.

(7) Within 10 business days of the termination of the license for Platform Application that includes or is distributed in conjunction with the Distributable Components, the licensee shall return to Partner all copies of the Distributable Components, or certify to Partner that the licensee has destroyed all such copies.

(8) The licensee shall not release the results of any benchmark of the Distributable Components to any third party without the prior written approval of SAP for each such release.