Exhibit P
– SAP Cloud Application Integration – **to the SAP PartnerEdge – Build Innovation Schedule**

1. DEFINITIONS

This Exhibit governs SAP's enablement of Partner's development of an integration between an Integrated Partner Solution and an SAP Cloud Application. Commonly used capitalized terms are defined in the Glossary at the end of the document. 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. In the event of conflicting terms, this Exhibit supersedes any other terms in this Agreement with regards to the access to SAP Cloud Applications to develop and test the integration.

2. PARTNER OBLIGATIONS

2.1 Partner will be responsible for providing SAP with all necessary information on the Integrated Partner Solution required for the SAP Cloud Application to interconnect with the Integrated Partner Solution and for SAP to fulfill its obligations under the Agreement.

2.2 For the term of this Agreement, Partner will ensure and maintain the compatibility and interoperability of the Integrated Partner Solution with the SAP Cloud Application and the SAP Interface. This applies to the Integrated Partner Solution, including the current and all future or successor versions and/or extensions and/or upgrades deployed to customers thereof, and any other corresponding system(s) that might impact the integration with the SAP Cloud Application or the ability of SAP to perform its obligations under this Agreement. Partner will ensure that when modifying or updating the Integrated Partner Solution, the standards and criteria as outlined in this Agreement are still met by the updated and/or modified version.

2.3 Partner shall provide SAP access to any required system landscape as reasonably required by SAP to conduct testing or as required to identify defects in the Partner Interface Component or to identify negative impacts of the integration on the SAP Cloud Application.

2.4 For the term of this Agreement, Partner will provide SAP with at least ninety (90) days advance notice of any changes to the Integrated Partner Solution, including its application programming interfaces and the type and amount of metadata for any content in the Integrated Partner Solution accessed via the SAP Cloud Application, that might impact the integration with the SAP Cloud Application or the ability of SAP to perform its obligations under this Agreement.

2.5 Partner is required to offer assistance to SAP for identifying proper demo scenarios for the Integrated Partner Solution in conjunction with the SAP Cloud Application.

In order for the partner to meet the minimum and ongoing Program Requirement, the integration of the Integrated Partner Solution with the SAP Cloud Application via the Partner Interface Component or the SAP Interface must pass the Application Readiness Check as described in Section 9 of the SAP PartnerEdge Build Innovation Specific Terms and Conditions. In order to pass the Application Readiness Check, the Partner Interface Component may require a Certification to be conducted under an additional agreement, as explained in the Certification guidelines on the SAP Application Development Partner Center at www.sapappsdevelopmentpartnercenter.com. The Partner Interface Component must pass the Application Readiness Check prior to its operation in a productive End User environment.

2.6 Partner acknowledges that it is responsible towards its customers that the Integrated Partner Solution fulfills all applicable data protection and data privacy laws. Partner shall ensure that the Integrated Partner Solution adheres to all applicable data protection and privacy laws.

2.7 Partner is responsible for making the Partner Interface Component available to the End User. Backend components of the Partner Interface Component need to be deployed and operated by End User.

3. SAP OBLIGATIONS

3.1 SAP will be responsible for providing Partner with necessary and reasonably required information on the SAP Cloud Application and, if applicable, an SDK for the Partner to develop the Partner Interface Component and to fulfill its obligations under this Agreement. SAP is not required to provide any further information. In particular, SAP will provide Partner with know-how/information covering the mapping/integration to the SAP Interface, connectivity to the SAP Cloud Application environment and other elements of the Documentation. Depending on the type of integration, SAP will also provide advisory on the processing logic of the SAP Cloud Application and the business processes and the administration (including archiving and recovery), configuration or optimization of the SAP Cloud Application.

3.2 For the term of this Agreement, when applying software updates or any other changes to the SAP Cloud Application, SAP will make commercially reasonable efforts to enable Partner to continue to use the SAP Interface or API after each change. SAP shall inform Partner of any relevant changes to the SAP Interface or API within a reasonable period of time prior to the respective general release, to enable Partner to fulfill its obligations. SAP will make commercially reasonable effort to support Partner in evaluating the innovation capabilities of new product releases of the SAP Cloud Application and how they may be installed, configured and run for Partners development requirements.

3.3 SAP offers to make available a test tenant for Partner to perform integration testing of the Integrated Partner Solution and/or the SAP Interface. Such test tenant may require Partner to sign another agreement and be subject to additional charges.

3.4 SAP shall not be liable to Partner for running and operating of Partner Interface Component except as outlined in the Agreement. SAP operates the SAP Cloud Application for the End User subject to a separate agreement and not on behalf or as subcontractor of Partner.

4. JOINT OBLIGATIONS

4.1 For technical support of SAP customers that use the SAP Cloud Application with the Integrated Partner Solution, the Parties shall cooperate as set forth in Annex 1.

4.2 Each Party shall use commercially reasonable security procedures and security measures to protect access points in their respective SAP Cloud Application and Integrated Partner Solution that result from the integration from the risks of unauthorized access and alteration, destruction, or loss of data.

4.3 Each Party is solely responsible for contracting with its respective customers for the use of is respective SAP Cloud Application or Integrated Partner Solution, and for billing and collecting any fees for the same.

4.4 This Agreement does not grant a Party any rights to personal data processed in the context of the integration. Each Party is responsible for complying with applicable privacy, security, and data protection laws, guidelines, regulations or industry standards or codes, with respect to its respective transmission of personal data, if any, as part of the integration. In accordance with applicable law, the Parties each agree to take all necessary measures to protect the confidentiality of personal data processed in the context of the integration, if any, and to prevent such data from being disclosed to unauthorized persons.

5. PROPRIETARY RIGHTS OF THE PARTIES

5.1 This Agreement, and the Parties' performance hereunder, does not grant to SAP or Partner either ownership of, or a license (whether by implication, estoppel or otherwise) to any Intellectual Property Rights of the other Party, except to the extent expressly granted herein.

5.2 Any SAP Materials that may be made available by SAP to Partner for the purposes of the integration under this Agreement and all Intellectual Property Rights embodied in the foregoing, shall be the sole and exclusive property of SAP.

5.3 Any programs, tools, systems, data or materials that may be made available by Partner to SAP for the purposes of the integration or other performance under this Agreement, including, but not limited to, the Partner's application programming interfaces, the Documentation and the Integrated Partner Solution ("Partner Materials") and all Intellectual Property Rights embodied in the foregoing, shall be the sole and exclusive property of Partner, subject to any rights expressly granted to SAP herein. Partner hereby grants to SAP a limited, royalty free, fully paid-up, non-exclusive, non-transferable right and license (without the right to grant sublicenses) under Partner's Intellectual Property Rights in the Partner Materials, for the term of this Agreement, and for twelve months thereafter, to reproduce, display, and use the Partner Materials solely for the purpose of developing, testing and maintaining the integration between the SAP Cloud Application and the Partner's application programming interfaces and Integrated Partner Solution as contemplated herein.

5.4 Except to the extent necessary to develop and maintain the integration in accordance with this Agreement (e.g., reformatting metadata), SAP shall not modify the Partner Materials. Partner shall not modify the SAP Materials. Any other modifications are subject to the owning Party's prior written consent and a written agreement pertaining to the development of such modifications.

5.5 Any code, instructions, commands or materials developed by SAP under this Agreement to accomplish the integration ("Newly Developed Materials") and all Intellectual Property Rights embodied therein shall be owned exclusively by SAP. Partner hereby irrevocably assigns to SAP any right, title or interest Partner may have in and to the Newly Developed Materials. Such assignment includes, but is not limited to, the right to register or file proprietary rights based on the Newly Developed Materials. Partner agrees to provide such information, to perform promptly such lawful acts and to sign such applications, assignments, statements, and other lawful documents as SAP may reasonably request to fully effectuate such assignment.

5.6 Neither Party may reverse engineer, decompile, or disassemble the other Party's software, encourage any third party to reverse engineer, decompile, or disassemble the other Party's software; or otherwise attempt to obtain any source code for the other Party's software not provided to the Party by the other Party, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5.7 The ownership of Modifications and any Intellectual Property Rights embodied therein, shall vest with SAP. Partner irrevocably assigns to SAP all Partner's rights, title and interest ("Assigned Intellectual Property Rights") in and to the Modifications, including the right to register or file proprietary rights based on the Modifications. Partner further agrees to provide to SAP promptly upon SAP's request all pertinent facts and documents relating to such Modifications and to perform promptly such lawful acts and to sign promptly such further applications, assignments, statements, and other lawful documents as SAP may reasonably request to effectuate fully this assignment.

5.8 SAP grants to Partner a worldwide, non-exclusive, fully paid up, royalty free, perpetual, irrevocable license under the Assigned Intellectual Property Rights in the Modifications to make, have made, use, reproduce, display, distribute, create derivative works of, lease, sell, offer for sale, import, export or otherwise transfer through standard tiers of distribution (a "Full License") to any Partner

created code included in the Modifications, subject to SAP's ownership of the underlying and/or unmodified code.

5.9 SAP shall be entitled to demonstrate Integrated Partner Solutions to prospects and End Users integrated with SAP demonstration systems during the term of the Agreement.

6. POST TERMINATION RIGHTS AND OBLIGATIONS

6.1 In the event of expiration or termination of the Innovation Pack for SAP Cloud Application Integration for any reason other than Partner's material breach and subject to Partner's continuing compliance with the terms and conditions of the Agreement: Partner's right to use the SAP Materials, incl. the API and/or SAP Interface, shall continue in full force and effect for a maximum of one (1) year after the effective date of expiration or termination to the extent necessary, to support existing End Users that have executed an End User License Agreement for the remainder of their then current terms and conditions as set forth in the Agreement (the "Phase-Out Period"). During the Phase-Out Period, Partner shall remain authorized to continue business for such existing End Users, to be coterminus with the then-current terms and conditions under the Agreement for such existing End Users. Partner agrees to use commercially reasonable efforts to continue support for the Integrated Partner Solution for existing End Users.

6.2 Partner acknowledges that it is recommended to terminate its End Users' access to the Partner Interface Component to the end of such Phase-Out Period. After termination of the subscriptions to the respective Innovation Pack, Partner agrees not to give new End Users access to the Partner Interface Component.

6.3 Termination or expiration of the Agreement shall not relieve Partner of its outstanding payment obligations existing at the time of such termination or expiration. Any fees previously paid by Partner are non-refundable.

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│                          Annex 1                             │
│                   - Support Cooperation -                    │
│          to the SAP Cloud Application Integration Exhibit    │
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This Annex 1 to Exhibit P of the Agreement governs the support cooperation between SAP and Partner with regard to joint Customers. All capitalized terms not defined in this Appendix shall have the meaning ascribed in the Agreement if defined therein.

1. DEFINITIONS

1.1 "Customer" means a customer of SAP and Partner:
   (a) using the Integrated Partner Solution and the SAP Cloud Application and
   (b) having a valid and applicable support agreement with each of the Parties in place.

1.2 "Case" means a support incident logged by a Customer with a Party for its respective SAP Cloud Application or Integrated Partner Solution when SAP Cloud Application and an Integrated Partner Solution are used in combination:
   (a) arising from a failure or functional impairment of a SAP Cloud Application or Integrated Partner Solution, or
   (b) with the reasonable likelihood that a malfunction arises from a failure or functional impairment of a SAP Cloud Application or Integrated Partner Solution. As soon as either Party's support organization is informed, the incident becomes a Case.

2. INTRODUCTION

2.1 This Annex sets forth the framework for Partner's cooperation with SAP´s support organization, defining the cornerstones for joint communication, support responsibilities and successful de-escalation management.

2.2 For avoidance of doubt, SAP does not provide any support cooperation with Partner for the SAP Cloud Application as integrated with the Integrated Partner Solution beyond what is explicitly outlined in this Annex.

2.3 This Annex does not give any Customer the right to request any support services from either Party. Any support and maintenance for the Integrated Partner Solution towards Customers is subject to separate terms and conditions between Partner and Customers. However SAP sets standards between SAP and Partner for Customer support delivery to which partner must adhere (see below). Any support and maintenance for SAP Cloud Application towards Customers is subject to separate terms and conditions between SAP and Customers. This Annex is applicable to the cooperation between SAP and Partner regarding the handling of Customer incidents logged by a Customer with a Party for its respective SAP Cloud Application or Integrated Partner Solution.

The following case priority definitions shall apply to a Case:

Case Priorities	Definition
Very High	The production system is not accessible or a critical business process for mission critical application cannot be completed for multiple users and no workaround is available. It may include issues that materially affect data integrity or breach of security. Initial response is required within one hour of case submission. Resolution, workaround or action plan is required within four hours.
High	The production system is operational but experiencing a major functional loss that impedes transactions from being completed. A temporary workaround may

be available or operations can continue in a restricted fashion. The development/test system is not accessible or operational. Initial response is required within two hours of case submission. Ongoing communication is required once every six hours.

Medium   The production system is experiencing a minor functional loss that does not significantly impede transactions from being completed. Also includes configurations or change requests that have high business impact. Initial response is required within four business hours of case submission. Ongoing communication is required once every three business days for non-defect and two weeks for product defect.

Low   Change or configuration requests and minor problems. Inquiries about product usage and application capabilities. Initial response required within one business day of case submission. Ongoing communication is required once every week for non-defect and three weeks for product defect.

2.4 "Case Remedy" means the remedy for a specific Case, which may take the form of eliminating the defect, providing a new program version, or demonstrating how to avoid the effects of the defect with reasonable effort. "Case Remedy" corresponds with "error corrections", "patches", "bug fixes", "workarounds", "spare parts" or any other type of "software, hardware or documentation corrections or modifications".

2.5 "Escalated Case" means any Case where the Customer and either Party agree that the resolution of the Customer's situation requires additional attention by the other Party or both Parties together. The Escalation process is initiated by the Customer.

2.6 "Escalation" means the procedure that is engaged by either Party after a Customer has initiated the Escalated Case and when such Party reasonably believes that it requires additional attention by the other Party beyond the already engaged standard support process.

2.7 "Escalation Contact" means a contact nominated by either party to support the decision process for a given Escalated Case. Contacts are in the position to decide upon additional activities that go beyond the already engaged standard support process to mitigate the Escalation situation and to provide a satisfactory solution for the Customer.

2.8 "Escalation Process" means the communication process and contact matrix used in the case of an Escalation.

3. PARTNER SUPPORT REQUIREMENTS AND JOINT SUPPORT FRAMEWORK

3.1 Partner and SAP are responsible for supporting their respective SAP Cloud Application or Integrated Partner Solution for Customers.

3.2 Partner and SAP agree to collaborate on support engagements when necessary, especially in Escalated Case management in order to deliver the highest quality of service to joint Customers. The following list identifies the obligations Partner needs to fulfill for joint support collaboration:

3.2.1 Partner shall make commercially reasonable efforts to ensure that the Integrated Partner Solution is clearly identifiable by the Customer to allow Customer to contact Partner directly in the event of incidents originated by Integrated Partner Solution (especially in error messages).

3.2.2 In the event that an SAP Customer logs a ticket directly with Partner, Partner shall provide reasonable support services.

3.2.3 In the event that an SAP Customer logs a ticket directly with SAP, and SAP needs to engage with Partner, Partner shall provide reasonable support services. In such instances, SAP shall open a ticket with Partner consistent with the SAP incident priority and corresponding service level agreements (SLAs). Partner shall provide an Escalation Process and a 24x7 Escalation Contact to SAP support for very high priority Cases. In the event that there is disagreement

about the root cause of a Case, Partner agrees to escalate the issue to appropriate Partner support and/or alliance management to help expediently resolve the situation.

3.2.4 The default language for the interaction between Partner and SAP is English. It is recommended that Partner provides support to Customers in the languages of all geographies/countries where the Integrated Partner Solution is localized.

3.3 In the event that a Customer opens a Case with SAP, where the root cause is identified to be in the Integrated Partner Solution, SAP shall ask Customer to log a ticket with Partner.

3.4 In the event that Customer opens a Case with Partner, where the root cause is identified to be in the SAP Cloud Application, Partner shall ask Customer to log a ticket with SAP.

3.5 Both Parties will specify named Escalation Contacts and work together to ensure fast resolution of Escalated Cases.

GLOSSARY

1.1 "**Integrated Partner Solution(s)"** means a proprietary partner solution and any combination and any successor version thereof which integrates with and which can be used with an SAP Cloud Application. The Integrated Partner Solution may consist of or include a Partner Interface Component and/or integrate with the SAP Cloud Application via the SAP Interface. For the purposes of this Exhibit, such Integrated Partner Solution shall be considered a Platform Application under this Agreement as defined in the SAP PartnerEdge Build Innovation Specific Terms and Conditions, provided that it adds new and independent functionality beyond that provided by the SAP Cloud Solution, including any new functional components for business processes not provided by the SAP Cloud Solution.

1.2 "**Partner Interface Component**" means applications, scripts, commands, instructions, a Cloud Application, Integration Content or other content developed by Partner that use the API or the SAP Interface to connect to the SAP Cloud Application.

1.3 "**SAP Cloud Application**" means for the purpose of this Exhibit the SAP Cloud Service specified in the respective Order Form as being made general available through any SAP price list.

1.4 "**SAP Interface**" means an interface developed by or with SAP that resides on or in the SAP Cloud Application and which, when activated, will give access to the Integrated Partner Solution.