Exhibit N
– SAP Cloud Platform Integration –
for SAP partners

1. DEFINITIONS

This Exhibit governs the Partner's use of SAP Cloud Platform Integration (formerly known as SAP HANA Cloud Integration) for development and testing of Integration Content. 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 any Master Partner Agreement, 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 use of SAP Cloud Platform Integration.

2. USE OF SAP CLOUD PLATFORM INTEGRATION

2.1 Partner shall use SAP Cloud Platform Integration only to develop, test and, demonstrate Integration Content as well as to use the SAP Cloud Platform Integration Data Services Agent for the purposes as set forth below.

2.2 Partner may use SAP Cloud Platform, Integration to connect to an SAP on-premise software product, another SAP cloud solution, or a third-party on-premise or cloud solution for which Named User has secured an appropriate license and such use is in accordance with such license.

2.3 Partner is not allowed to run Integration Content on the provided SAP Cloud Platform Integration service for productive use or to provide third parties access to the SAP Cloud Platform Integration for such usage.

2.4 SAP will endeavor to provide Partner with SAP Cloud Platform Integration and access to users latest five (5) days after signature of the Agreement.

3. INTENTIONALLY LEFT BLANK

4. ADDITIONAL TERMS FOR THE USE OF SAP CLOUD PLATFORM INTEGRATION

4.1 SAP grants Partner a non-exclusive, non-transferable, non-sublicensable, revocable, limited use license to copy, reproduce and distribute the APIs, Documentation, plug-ins, templates, scripts and sample code ("Tools") on a desktop, laptop, tablet, smart phone, or other appropriate computer device that Partner owns or controls (any, a "Computer") to create Integration Content. Partner agrees that the Integration Content will not:

    (a) unreasonably impair, degrade or reduce the performance or security of any SAP software applications, services or related technology;

    (b) enable the bypassing or circumventing of SAP's license restrictions and/or provide users with access to the Tools to which such users are not licensed;

    (c) render or provide, without prior written consent from SAP, any information concerning SAP software license terms, Tools, or any other information related to SAP products. Subject to this Agreement, in exchange for the right to develop Integration Content under this Agreement, Partner covenants not to assert any Intellectual Property Rights in Integration Content created by Partner against any SAP product, service, or future SAP development.

4.2 SAP or its licensors retain all ownership and intellectual property rights in the Tools. Partner may not:

  (a)   remove or modify any marks or proprietary notices of SAP,

  (b)   provide or make the Tools available to any third party,

  (c)   assign this Agreement or give or transfer the Tools or an interest in them to another individual or entity,

  (d)   decompile, disassemble or reverse engineer (except to the extent permitted by applicable law) the Tools,

  (e)   create derivative works of or based on the Tools,

  (f)   use any SAP name, trademark or logo, or

  (g)   use the Tools to modify existing SAP software or other SAP product functionality or to access the software or other SAP products' source code or metadata.

4.3 Subject to SAP's underlying rights in any part of the Tools, Partner retains all ownership and intellectual property rights to the Add-on component of the Integration Content and any improvements, design contributions or derivative works conceived or created by either Party in or to the Add-on component of the Integration Content. The ownership of Add-ons shall vest in Partner.

4.4 Partner acknowledges that ownership of and title in and to all Intellectual Property Rights ("IPR") in the SAP Proprietary Information are and shall remain in SAP and its licensors. Partner acquires only the right to Non-Productive Use of the SAP Proprietary Information and does not acquire any ownership rights or title in or to the SAP Proprietary Information and that of SAP's licensors. Except for the licenses explicitly granted by SAP to Partner herein, SAP owns all rights and title, including all Intellectual Property Rights, in and to SAP software as made available by SAP to Partner. SAP acknowledges that ownership of and title in and to all IPR in the Partner Proprietary Information are and shall remain in Partner or their licensors. Except for the licenses explicitly granted by Partner to SAP herein, Partner and/or their licensors own all rights and title, including all Intellectual Property Rights in and to Partner Proprietary Information as made available by Partner to SAP. Subject to the above, all Modifications to SAP Cloud Platform Integration and Documentation shall be considered part of SAP Cloud Platform Integration service and Documentation for purposes of this Section.

4.5 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.

4.6 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.

4.7 Partner grants SAP a Full License to any Partner Background Materials in the Modifications, provided that such Partner Background Materials are used only in connection with the Modification and/or derivative works thereof.

4.8 Subject to the extent of Partner's rights therein, Partner further grants SAP a Full License to any third-party materials incorporated in the Modifications. To the extent Partner does not have sufficient rights to grant SAP a Full License to such third party materials, Partner covenants to use

its best efforts to procure such rights for SAP in and to the third party materials incorporated in such Modifications.

4.9 Under this Exhibit and for the term of the Agreement, Partner grants to SAP the limited, free of charge, revocable, worldwide license during the term of this Agreement to provide prospects and existing SAP End Users free of charge access to Integration Content provided as Packaged Platform Applications for test, demonstration and evaluation purposes only. SAP shall not be entitled to provide prospects and End Users any productive use licenses to such Integration Content.

4.10 SAP shall be entitled to demonstrate Integration Content provided as Packaged Platform Applications to prospects and SAP End Users as part of SAP demonstration systems during the term of the Agreement.

4.11 Partner is required to offer assistance to SAP for identifying proper demo scenarios for the Packaged Platform Application(s).

4.12 System Availability SLA do not apply to SAP Cloud Platform Tools downloaded and utilized in Partner's local environment.

5. INTENTIONALLY LEFT BLANK

6. PUBLIC SOFTWARE USAGE

6.1 Partner may not use, and may not authorize any Named Users to use, any Public Software in connection with SAP Cloud Platform Integration in any manner that requires, pursuant to the license applicable to such Public Software, that any SAP software applications or other materials be:
(a)   disclosed or distributed in source code form,
(b)   made available free of charge to recipients, or
(c)   modifiable without restriction by recipients.

6.2 "Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following:
(a)   the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License,
(b)   The Artistic License (e.g., PERL),
(c)   the Mozilla Public License,
(d)   the Netscape Public License,
(e)   the Sun Community Source License (SCSL),
(f)   the Sun Industry Standards License (SISL),
(g)   the BSD License and
(h)   the Apache License.

Annex 1
- Deviations from the Service Description Guide –
to the SAP Cloud Platform Integration Exhibit

This Annex 1 to the Exhibit M stipulates any deviation from the Service Description Guide, available at https://cloudplatform.sap.com/capabilities/service-description.html, as applicable under this Exhibit to the Agreement.

1. DEFINITIONS IN THE SERVICE DESCRIPTION GUIDE FOR PURPOSES OF THE AGREEMENT
1.1 "Customer" in the Service Description Guide shall mean "Partner".
1.2 "Cloud Service" in the Service Description Guide shall mean "SAP Cloud Service".
1.3 "User" in the Service Description Guide shall mean "Named User".
1.4 "Affiliates" in the Service Description Guide shall mean "Associated Companies".
1.5 "Authorized User" in the Service Description Guide shall mean "Named User".

2. GENERAL DEVIATING TERMS AND CONDITIONS
2.1 The Usage Metric of SAP Cloud Services provided via the Order Form for the Innovation Pack for SAP Cloud Platform Integration under this Agreement is an annual flat fee per Innovation Pack for SAP Cloud Platform Integration. The stated Usage Metrics in the Service Description Guide, including the definition of piece sizes, shall not apply for SAP Cloud Services provided via the Order Form for the Innovation Pack for SAP Cloud Platform Integration under this Agreement.
2.2 SAP intends to meet the System Availability SLA referenced in the Service Description Guide for SAP Cloud Services provided via this Exhibit. Partner shall have no claims under this section against SAP.
2.3 SAP will provide to Partners a monthly report describing the System Availability percentage for the applicable Cloud Service only through an online portal made available to Partner, if and when such online portal becomes available.

3. SAP CLOUD SERVICE-SPECIFIC TERMS AND CONDITIONS
3.1 SAP Cloud Platform Integration service, developer edition provided via the Order Form for the Innovation Pack for SAP Cloud Platform Integration, as well as additional SAP Cloud Services for the Innovation Pack for SAP Cloud Platform Integration under this Agreement shall mean SAP Cloud Platform Integration, enterprise edition in the Service Description Guide.
3.2 SAP Cloud Platform Integration, enterprise edition provided via the Order Form for the Innovation Pack for SAP Cloud Platform Integration under this Agreement does neither include the bandwidth (out), nor the connections as stated in the Service Description Guide. It includes the bandwidth (out) and connections as outlined in the respective Order Form.
3.3 SAP Cloud Platform Integration, developer edition provided via the Order Form for the Innovation Pack for SAP Cloud Platform Integration, as well as additional SAP Cloud Services for the Innovation Pack for SAP Cloud Platform Integration under this Agreement shall neither include API Management, nor the Integration Advisor Service, as stated in the Service Description Guide.
3.4 SAP Cloud Platform Integration, developer edition provided via the Order Form for the Innovation Pack for SAP Cloud Platform Integration, as well as additional SAP Cloud Services for the Innovation Pack for SAP Cloud Platform Integration under this Agreement shall include Smart Data Integration ("SDI") if and when also subscribed to SAP Cloud Platform, SAP HANA service as an additional SAP Cloud Service next to the subscription to the Innovation Pack for SAP Cloud Platform.

GLOSSARY

1.1 "Integration Adapter" means a runtime component which implements the connectivity to a sender or receiver and allows for authentication and execution of system functionality.

1.2 "Integration Content" means a package comprising Integration Flows and/or Integration Adapters, developed by Partner under this Agreement that is fully compatible with SAP Cloud Platform Integration and prepared for usage on SAP Cloud Platform Integration by End User. Integration Content is to be considered a Platform Application. The Parties agree that throughout the term of the Agreement to deploy Integration Content exclusively on SAP Cloud Platform Integration service

1.3 "Integration Flow" means a model-driven description of the message- and data-processing steps on Cloud Platform Integration and of the connectivity between sender and receiver. Integration flows contain integration elements, e.g. for mapping, routing, security, persistence, and scheduling.

1.4 "SAP Cloud Service" means for the purpose of this Exhibit N SAP Cloud Platform Integration

1.5 "SAP Cloud Platform Iintegration" means the software and services provided by SAP to Partner for developing, testing, and demonstrating Integration Content. The SAP Cloud Services is subject to the terms of the SAP Cloud Platform – Service Description Guide (the "Service Description Guide"). The terms of which are incorporated in this Exhibit by reference and available at the following link: https://cloudplatform.sap.com/capabilities/service-description.html or from SAP upon Partner's request. SAP may from time to time modify the Service Description Guide, subject to the SAP Cloud Service Development General Terms and Conditions. Any deviation from the Service Description Guide as applicable under the Agreement is set forth in Annex 1 to this Exhibit. Running and operating Integration Content for End Users shall be governed by a separate agreement with End User.