

EXHIBIT L
– SAP CLOUD SERVICE DEVELOPMENT GENERAL TERMS AND CONDITIONS (GTC) –
TO THE SAP PARTNEREDGE – BUILD INNOVATION SCHEDULE

1. DEFINITIONS

This Exhibit exclusively governs the Partner's use of the SAP Cloud Service for development, testing, and demonstration of Cloud Applications and/or 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 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. This Exhibit shall prevail over any conflicting, or inconsistent terms and conditions which may appear in the Agreement with regards to the use of the SAP Cloud Service. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any click wrap or browse wrap end user agreement included in the SAP Cloud Service (except for end user agreements governing third party products or services).

2. USAGE RIGHTS

2.1 SAP shall make the SAP Cloud Service available to Partner in accordance with and during the term stated in this Exhibit of this Agreement to permit Named Users to remotely access and use the SAP Cloud Service solely for Partner's own internal business purposes as permitted by and subject to the terms of this Agreement and the Documentation.

2.2 Partner shall not sublicense, license, sell, lease, rent, outsource or otherwise make the SAP Cloud Service available to third parties, other than Named Users who are using the SAP Cloud Service in support of Partner's authorized use of the SAP Cloud Service. Partner shall be responsible for the acts and omissions of its Named Users as if they were the acts and omissions of Partner. Rights of any Named User licensed to utilize the SAP Cloud Service cannot be shared or used by more than one individual. In addition, a Named User may not be transferred from one individual to another unless the original user no longer requires, and is no longer permitted, access to the SAP Cloud Service.

2.3 Partner shall not remove notices and notations on the Site or in the SAP Cloud Service that refer to copyrights, trademark rights, patent rights and other intellectual property rights. SAP or its licensors own all right, title and interest in any and all copyrights, trademark rights, patent rights and other intellectual property or other rights in the SAP Cloud Service, and any improvements, design contributions or derivative works conceived or created by either party in or to the SAP Cloud Service. Except for the limited rights expressly granted herein, this Agreement does not transfer from SAP any proprietary right or interest in the SAP Cloud Service. All rights not expressly granted to Partner in this Agreement are reserved by SAP and its licensors.

2.4 When using the SAP Cloud Service, Partner shall not:

- (a)** copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the SAP Cloud Service (except as described and to the extent permitted in the Documentation or by applicable law);

- (b) transmit any content, data or information that is unlawful, harmful, threatening, malicious, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable;
- (c) infringe the intellectual property rights of any entity or person;
- (d) interfere with or disrupt the SAP software or SAP systems used to host the SAP Cloud Service, or other equipment or networks connected to the SAP Cloud Service, or disobey any requirements, procedures, policies or regulations of networks connected to the SAP Cloud Service made known to Partner;
- (e) use the SAP Cloud Service in the operation of a service bureau, outsourcing or time-sharing service;
- (f) circumvent the user authentication or security of the Site or SAP Cloud Service or any host, network, or account related thereto;
- (g) make any use of the SAP Cloud Service that violates any applicable local, state, national, international or foreign law or regulation; or
- (h) except for rights provided to Named Users as permitted in this Agreement, allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, Partner for access to the SAP Cloud Service.

2.5 The SAP Cloud Service may contain links to external Web sites (including embedded widgets or other means of access) and information provided on such external websites by SAP partners and third-party service providers. SAP shall not be responsible for the contents of any linked Web site, or any changes or updates to such sites. Partner further agrees that SAP shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Partner's use of or reliance on any content, goods or services available on or through any such linked Web site. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog on the Site, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the content.

2.6 Partner agrees that its subscription(s) for the SAP Cloud Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by SAP, including any roadmaps, with respect to future functionality or features.

2.7 The SAP Cloud Service may include Content. This Content is provided "as is", and SAP makes no warranty as to the accuracy or completeness of such Content. Partner uses such Content at its own risk, and SAP shall have no liability to Partner or any third party based on Partner's use of or reliance on such Content.

2.8 SAP shall be entitled to monitor Partner's compliance with the terms of this Agreement, including but not limited to the number of Named Users accessing the SAP Cloud Service. SAP may utilize the information concerning Partner's use of the SAP Cloud Service to improve SAP products and services and to provide Partner with reports on its use of the SAP Cloud Service.

2.9 SAP may change or modify the SAP Cloud Service at any time. SAP shall not materially diminish the SAP Cloud Service during the term of the Agreement. Nothing in this Article 2.9 shall require

SAP to continue to provide any portion of the SAP Cloud Service if this would result in SAP violating the rights of any third party or any applicable law.

2.10 If Partner is granted access under this Agreement to a free (no fee) version of the SAP Cloud Service, to the extent permitted by applicable law, Partner agrees that:

- (a) SAP has no obligation to provide any particular service level or support services; and
- (b) SAP may cease providing the SAP Cloud Service at any time without notice.

This Article 2.10 supersedes any conflicting term of this Agreement.

2.11 SAP may offer and Partner may choose to accept access to functionality that is not generally available and not validated and quality assured in accordance with SAP's standard processes ("Beta Functionality"). The purpose of such access is to allow Partner to test the functionality with its standard business operation and to provide feedback on such testing to SAP. Beta Functionality is described as such in the Documentation. SAP may require Partner to accept additional terms to use Beta Functionality. Any production use of the Beta Functionality is at Partner's sole risk. SAP does not warrant the correctness and completeness of the Beta Functionality, and SAP shall not be liable for errors or damages caused by the usage of the Beta Functionality.

3. SUPPORT, SET UP AND SECURITY

3.1 SAP will provide support for the SAP Cloud Service as described in Annex 1 hereto.

3.2 SAP will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the SAP Cloud Service, and Partner shall comply with the applicable SAP security guidelines and procedures made known to Partner through the SAP Cloud Service or otherwise. Partner agrees that SAP does not control the transfer of data, including but not limited to Partner Data, over telecommunications facilities, including the Internet, and SAP does not warrant secure operation of the SAP Cloud Service or that such security technologies will be able to prevent third party disruptions of the SAP Cloud Service.

3.3 Partner is responsible for ensuring that its Cloud Applications and/or Integration Content are capable of automatic restart without manual operator intervention in the event of hardware or system failure occurring within the SAP Cloud Service. This includes ensuring that the Cloud Application and/or Integration Content connection to on-premise enterprise systems will be automatically restored upon system restart. SAP shall have no liability to Partner for failure of Cloud Applications and/or Integration Content to be built in a manner that they are fail safe and can restore their running state once the Cloud Applications and/or Integration Content are started by the SAP Cloud Service, including failure to achieve any SLA.

4. PARTNER RESPONSIBILITIES AND OBLIGATIONS

4.1 Subject to the terms of this Agreement, Partner grants to SAP the nonexclusive right to use Partner Data for the sole purpose of and only to the extent necessary for SAP to provide the SAP Cloud Service to fulfil SAP's obligations around operations and support.

4.2 Partner shall be responsible for entering its Partner Data into the SAP Cloud Service and Partner shall be responsible for the maintenance of the Partner Data supplied by it. Partner hereby represents and warrants to SAP that the Partner Data is free of all viruses, Trojan horses, and

comparable elements which could harm the systems or software used by SAP or its subcontractors to provide the SAP Cloud Service. Partner agrees that it has collected and shall maintain and handle all Partner Data in compliance with all applicable data privacy and protection laws, rules and regulations. Further, Partner is solely responsible for determining the suitability of the SAP Cloud Service for Partner's business and complying with any regulations, laws, or conventions applicable to the Partner Data and Partner's use of the SAP Cloud Service.

- 4.3 Partner shall change all passwords used to access the SAP Cloud Service at regular intervals. Should Partner learn of an unauthorized third party having obtained knowledge of a password, Partner shall inform SAP thereof without undue delay and promptly change the password.
- 4.4 Partner is responsible for the connection to the SAP Cloud Service, including the Internet connection.
- 4.5 SAP only supports the SAP Cloud Service in those languages explicitly named in Annex 1 (Support Terms for SAP Cloud Service). These are the only valid languages under which support is made available to the Partner.

5. ADDITIONAL SAP CLOUD SERVICE

- 5.1 Requests for additional SAP Cloud Service require an effective subscription to the Innovation Pack for SAP HANA Cloud Platform and/or the Innovation Pack for SAP HANA Cloud Integration and are subject to the then current and applicable SAP Price List (or any other pricing document made available to Partner for the purposes of the Agreement). The subscription period for additional SAP Cloud Service is a minimum of three (3) months with automated renewal in three (3) months periods. Partner can terminate such subscriptions to such additional SAP Cloud Service with thirty (30) days advance notice. The end date of the subscription to SAP Cloud Service for the purposes of this Agreement cannot exceed the end date of the effective subscription to the required Innovation Pack. Any amounts payable for the entire committed subscription period of SAP Cloud Service and invoiced by SAP shall be due within the Payment Period.
- 5.2 Modifications of the SAP Cloud Service or its configuration for Partner's needs are not included in the fees for the SAP Cloud Service, but are set forth separately in the Agreement. If Partner elects to have any services provided by a third party, SAP shall have no liability for any defect or failure of the SAP Cloud Service caused by such third-party services, and Partner shall not be entitled to any reduction in fees for the SAP Cloud Service. SAP may deny access to the SAP Cloud Service to any third party which SAP determines in its sole discretion poses a security risk or other risk to SAP systems, data or intellectual property.

6. PRICES AND TERMS OF PAYMENT

- 6.1 Partner shall pay to SAP the fees for the SAP Cloud Service provided hereunder, in the amount as set forth in the Agreement.
- 6.2 Except as expressly set forth in the Agreement, all purchases of Named User subscriptions hereunder are non-cancelable and all fees are non-refundable. Partner shall have no right to withhold or reduce fees under this Agreement or set off any amount against fees owed for alleged defects in the SAP Cloud Service.

7. TERM, TERMINATION AND TERMINATION SUPPORT

7.1 Notwithstanding SAP's right to terminate as set forth in the Agreement, in the event of:

- (a)** any material breach of this Exhibit which is not cured within thirty (30) days after receipt of written notice from SAP; or
- (b)** a determination by SAP that continued use of the SAP Cloud Service may result in harm to the SAP Cloud Service (including the systems used to provide the SAP Cloud Service) or other SAP End Users, or result in a violation of applicable law, regulation, legal obligation or legal rights of another, in addition to any other remedies available at law or in equity, SAP will have the right immediately, in SAP's sole discretion, to remove any potentially offending Partner Data and Cloud Application and/or Integration Content from the SAP Cloud Service, deactivate Partner's user name(s) and password(s) and/or suspend access to the SAP Cloud Service.

7.2 Upon the effective date of termination and after Phase-out Period specified in Annex 3 (Post Termination / Delisting Obligations for SAP Cloud Service), Partner's access to the SAP Cloud Service will be terminated. Partner shall have the ability to access its Partner Data at any time during the term of this Agreement. Furthermore, upon reasonable request, Partner may export and retrieve its Partner Data during the term of this Agreement, which request will be subject to technical limitations caused by factors such as:

- (a)** the size of Partner's instance of the SAP Cloud Service; and
- (b)** the nature of Partner's request, e.g., the frequency and/or timing of the export and retrieval.

7.3 Partner shall have the ability to export and retrieve its Partner Data until end of Phase-out Period specified in Annex 3 (Post Termination / Delisting Obligations for SAP Cloud Service). With the effective end date of end of Phase-Out Period, SAP shall have no obligation to maintain or provide any Partner Data. Except when such Partner Data has been removed, or exported by Partner or, upon termination of the Agreement, SAP shall use commercially reasonable efforts to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the SAP Cloud Service, including, but not limited to, Partner Data, unless and to the extent applicable laws and regulations require further retention of such data.

8. DATA PROTECTION

8.1 It is not the intention under this Exhibit for SAP to process personal data of Partners or End Users. The SAP Cloud Services provided by SAP under this Exhibit are only intended to be used for development purposes which do not require the use of real, productive data. As a consequence, SAP assumes that partners will not enter or otherwise make accessible to SAP any personal data (i.e. any information that can be used to directly or indirectly identify an individual) while using the SAP Cloud Service.

8.2 Notwithstanding the foregoing, Processing of Partner or End User personal data may take place in exceptional circumstances as an incidental effect of SAP performing its contractual duties. To the extent SAP does process personal data of Partner or End User and such processing constitutes commissioned data processing by SAP under EU Directive 95/46/EC and/or applicable national data protection laws of the EU/EEA Member States, SAP and Partner are further subject to the Data Processing Agreement for SAP Cloud Service, located at <http://go.sap.com/about/agreements.sap-cloud-services-customers.html> >> Data Processing Agreement, incorporated herein by reference for the applicable SAP Cloud Services to which

Partner has subscribed under an Order Form. The Data Processor Agreement shall serve as a commissioned written data processing agreement.

All references in the Data Processing Agreement to "Cloud Service" shall mean "SAP Cloud Service", and all references to "Customer" shall be referenced to "Partner".

9. MISCELLANEOUS

Partner understands and agrees that the SAP Cloud Service may include communications such as service announcements and administrative messages from SAP or SAP's partners. Partner will not be able to opt out of receiving these service announcements and administrative messages while using the Site and/or the SAP Cloud Service unless Partner sends SAP a specific written notice requesting that Partner's details be eliminated from the Site and any mailing list.

GLOSSARY

- 1.1** **"Content"** means visual, audio, numeric, graphical, text or other data or content supplied by third parties and made available by SAP for utilization with the SAP Cloud Service.
- 1.2** **"Partner Data"** means any content, materials, data and information provided by Partner or its Named Users to SAP in the course of using the SAP Cloud Service.
- 1.3** **"Named User"** means Partner's and its Associated Companies' employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Partner to use the SAP Cloud Services.
- 1.4** **"Site"** means an SAP established Internet site through which the SAP Cloud Service is made available.
- 1.5** **"System Availability"** means the average percentage of total time during which the SAP Cloud Service is available to Partner, excluding:
- (a) any maintenance windows (as may be defined in a supplement to this Agreement);
 - (b) any emergency maintenance (as may be defined in a supplement to this Agreement);
 - (c) delays due to conditions beyond the reasonable control of SAP;
 - (d) delays caused by equipment provided by Partner (or its service providers); or
 - (e) delays caused by systems outside of the SAP Cloud Service, including, but not limited to, Partner's network.

ANNEX 1
- SUPPORT TERMS FOR SAP CLOUD SERVICE -
to the SAP Cloud Service Development General Terms and Conditions (GTC) Exhibit

The support terms for SAP Cloud Service are being described and/or referenced in the respective Exhibits of the corresponding SAP Cloud Service, ordered via an Order Form under the Agreement

ANNEX 2
- COLLABORATION FOR PRODUCTIVE ENVIRONMENT FOR SAP CLOUD SERVICE -
to the SAP Cloud Service Development General Terms and Conditions (GTC) Exhibit

This Annex 2 governs the collaboration between Partner and SAP for operation and deployment of a Cloud Application and/or Integration Content.

1. PREREQUISITES FOR SETTING A CLOUD APPLICATION AND/OR INTEGRATION CONTENT IN A PRODUCTIVE ENVIRONMENT

The following prerequisites must be fulfilled:

- (a) Cloud Application and/or Integration Content must have passed the Application Readiness Check
- (b) Partner and End User have entered into a contract with regards to use of the Cloud Application and/or Integration Content.
- (c) End User has entered into a contract with SAP regarding use of the SAP Cloud Service and/or SAP HANA Cloud Integration about resources required to run the Cloud Application and/or Integration Content
- (d) SAP has provisioned these SAP Cloud Service resources to End User

2. OPERATION OF CLOUD APPLICATION AND/OR INTEGRATION CONTENT

2.1 SAP may make cloud components of Cloud Applications and/or Integration Content available to the End User so that they can be configured and run in the End User's SAP Cloud Service account on End User SAP Cloud Service upon information by Partner and End User - either manually or automatically through the SAP Store - that Partner and End User have entered into a contract with regards to the Cloud Application and/or Integration Content. Backend components of Cloud Applications and/or Integration Content need to be deployed and operated by End User.

2.2 In principle, SAP intends to provide the SAP Cloud Service twenty-four (24) hours per day, seven (7) days per week, except for planned downtime or communicated emergency updates.

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

ANNEX 3
- POST TERMINATION / DELISTING OBLIGATIONS FOR SAP CLOUD SERVICE -
to the SAP Cloud Service Development General Terms and Conditions (GTC) Exhibit

This Annex 3 defines the contractual obligations of Partner and SAP after termination of the Agreement and/or delisting of a Cloud Application and/or Integration Content, as long as neither Party is in breach of the Agreement.

1. END USER CONTRACTS

Termination of the subscription to an Innovation Pack providing SAP Cloud Service, or additional SAP Cloud Service provided under the Agreement, shall not affect any End User contract concluded by Partner prior to the effective date of termination. However it is recommended that Partner mirrors the termination provision of the Agreement, Innovation Pack, and/or additional SAP Cloud Service respectively appropriately in its End User contracts.

2. POST TERMINATION RIGHTS AND OBLIGATIONS

In the event of expiration or termination of the subscription to an Innovation Pack providing SAP Cloud Service, or additional SAP Cloud Service for any reason other than Partner's material breach and subject to Partner's continuing compliance with the terms and conditions of the Agreement: Respective subscriptions to the Innovation Pack and/or additional SAP Cloud Service 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, and inquired by Partner thirty (30) days prior to expiration or termination, 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 co-terminus with the then-current terms and conditions under the Agreement for such existing End Users until respective subscriptions to the Innovation Pack and/or additional SAP Cloud Service. Partner agrees to use commercially reasonable efforts to continue support for the Cloud Application and/or Integration Content for existing End Users. Partner acknowledges that it is recommended to terminate its End User contracts to the end of such Phase-Out Period. After termination of the respective subscriptions to the Innovation Pack and/or additional SAP Cloud Service, Partner agrees not to sign-up new End Users and not to publish new Cloud Applications and/or Integration Content. Termination or expiration of respective subscriptions to the Innovation Pack and/or additional SAP Cloud Service 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.

For clarification purposes: In case Partner does not inquire the Phase-Out Period thirty (30) days prior to expiration or termination, the SAP Cloud Service will be decommissioned on the effective date of expiration or termination. It will neither be possible to access the SAP Cloud Service, nor to re-instate SAP Cloud Service, or retrieve data from the SAP Cloud Service after the effective date of expiration or termination.