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**Exhibit N
– SAP HANA Cloud Integration –
to the Platform Application Development Cooperation Agreement**

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This Exhibit governs the Partner's use of SAP HANA Cloud Integration for development and testing of Integration Content. 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 use of SAP HANA Cloud Integration.

1. Definitions

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 HANA Cloud Integration and prepared for usage on SAP HANA Cloud 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 HANA Cloud Integration

1.3 "**Integration Flow"** means a model-driven description of the message- and data-processing steps on Hana Cloud 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 HANA Cloud Integration

1.5 "**SAP HANA Cloud Integration**" means the software and services provided by SAP to Partner for developing, testing, and demonstrating Integration Content. Running and operating Integration Content for End Users shall be governed by a separate agreement with End User. SAP HANA Cloud Integration is a cloud-based platform providing services as described in the then current SAP HANA Cloud Integration documentation

2. Use of SAP HANA Cloud Integration

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

2.2 Partner may use SAP HANA Cloud 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 Partner 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 HANA Cloud Integration for productive use or to provide third parties access to the SAP HANA Cloud Integration for such usage.

2.4 SAP will endeavor to provide Partner with SAP HANA Cloud Integration and access to users latest fifteen (15) days after signature of the Agreement.

3. SAP HANA Cloud Integration Data Services Agent

SAP shall make available for download by Partner the SAP HANA Cloud Integration- Data Services Agent (the "Integration Component") which is the prerequisite for integration of SAP cloud solutions with SAP or third-party on-premise solutions. The use of the Integration Component is limited to use with SAP HANA Cloud

Integration and Partner may not use the Integration Component for any other purpose. The Integration Component is part of the SAP HANA Cloud Integration and Partner's use is limited to use by Named Users and only for the term of the Order Form. The Integration Component may not be modified or altered in any way except by SAP. Any such modifications will negate SAP's obligation to provide Support and void SAP's warranty obligations under this Agreement. Partner shall utilize the most current version of the Integration Component made available by SAP, and Partner acknowledges that failure to use the most current version may result in diminished performance of the SAP HANA Cloud Integration. Partner is solely responsible for the security of the Integration Component and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the Integration Component. System Availability warranties do not apply to the Integration Component. Upon termination or expiration of the Order Form, Partner's right to use the Integration Component shall cease.

4. Additional Terms for the use of SAP HANA Cloud 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 HANA Cloud Integration and Documentation shall be considered part of SAP HANA Cloud Integration 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 Modi-

fications. 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).

5. License

By submitting, posting or displaying any on or through SAP HANA Cloud Integration, Partner hereby grants SAP a worldwide, non-sublicensable, non-transferable, non-exclusive, terminable, limited license to reproduce, publish, publicly perform, publicly display and distribute any for the sole purpose of enabling SAP to provide Partner with SAP HANA Cloud Integration in accordance with the Agreement.

6. Public Software Usage

Partner may not use, and may not authorize any Named Users to use, any Public Software in connection with SAP HANA Cloud 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. "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.

7. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 4:30 am – 6:30 am Coordinated Universal Time (*)
Major Upgrades	Quarterly, Friday 10 pm to Monday 3 am Coordinated Universal Time. Partner will be notified of the specific time window that will be used for its upgrade.
Coordinated Universal Time	(*) Coordinated Universal Time is local time at the datacenter where the Service is hosted. This is: For Americas: UTC-5 For Europe: UTC+2 For Asia-Pacific and Japan: UTC+8