1. Definitions

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.

"**Application Readiness Check**" means SAP's standard procedure to review a Packaged Platform Application required for go-to-market services offered by SAP under this Agreement, based on the standard criteria as made available by SAP to Partner.

"**Background Materials**" shall mean any pre-existing works in which the Intellectual Property Rights (defined below) are owned by either Party, which have been prepared by that Party outside the scope of this Agreement or which were licensed from a third party and provided to that Party.

"**Certification**" means the process specified by SAP for determining the compliance of a Platform Application with the Certification requirements. Certification of Platform Applications requires an additional agreement with SAP to specify the applicable terms and conditions. For additional information about the Certification process and applicable fees, visit http://www.sdn.sap.com/irj/sdn/icc.

"**Cloud Application**" or "**Cloud Applications**" shall mean the software developed by Partner under this Agreement that is fully compatible with the SAP HANA Cloud Platform and prepared for usage on SAP HANA Cloud Platform by customer. Cloud Applications are to be considered Platform Applications. Each Cloud Application consists of an SAP HANA Cloud Platform component and optionally also of a backend component connecting to customer's business application. Cloud Applications are exclusively deployed on the SAP HANA Cloud Platform throughout the term of the Agreement. Notwithstanding the foregoing, those Cloud Applications solely developed using SAP HANA DBServices, SAP HANA may also be sold to End-User owning required SAP HANA licenses. Such Cloud Applications therefore may be deployed into on premise SAP HANA installations managed by End-User or third parties assigned by End-User.

"**End User**" in the context of this Build Innovation Model means a person or Legal Entity to which Partner distributes licenses or provides access to Packaged Platform Applications, Bundled Products, or Bundled Cloud Services pursuant to the terms of the Agreement.

"**End User License Agreement**" or "EULA" means a license agreement between Partner and any End User to which Partner resells, licenses, distributes or otherwise provides access to Platform Applications in accordance with the Agreement.

"**Innovation Pack**" means the respective Software and additional services as set forth in the applicable Order Forms and licensed by Partner.

"**Integration**" means applications, scripts, commands or instructions that use the API to connect to the Software.

"**License Keycode**" means a required code which Partner needs to request from SAP in order to activate a copy of the Software for Non-Productive Use licensed hereunder.

"**Named User**" is an employee of Partner, its Affiliates or an employee of business third parties authorized to access the licensed Software.

"**Non-Productive Use**" means Use of the Software solely for Partner's internal testing or developmental work.

"**Order Form**" or "**Purchase Order**" means any order form or purchase order mutually executed by SAP and Partner for the Software or subscription services ordered by Partner hereunder, including information on Software or subscription services, support or maintenance fees, other information necessary for the

delivery of such items to Partner and such other terms and conditions as mutually agreed upon by the parties in writing. All Exhibits or schedules referenced in the GTCs or SAP PartnerEdge Schedule may be attached to an Order Form or Purchase Order in lieu thereof. Order Form or Purchase Order does not include fees for professional services, which shall be billed under separate statements of work and professional services agreement.

"**Platform Application**" means the software developed by Partner under this Agreement, that is developed with at least one element of an Innovation Pack, and which may consist of Modifications and Add-Ons. Each Platform Application may consist of a frontend component, e.g. residing on mobile devices of End User and optionally also of a backend component connecting to End User's business applications. A Platform Application needs to be compatible with an SAP Material provided under this Agreement. Platform Applications may either be built as (a) applications for usage by multiple End Users ("**Packaged Platform Application**") or (b) custom-built applications to be used by a specific end user only, without publication on SAP Digital Properties under this Agreement ("**End User-Specific Platform Application**").

"**Promotional Materials**" means any and all (i) marketing, advertising and other promotional materials, referencing the other Party, the other Party's products, services and/or its trade names, trademarks, or service marks; and (ii) press releases related to Platform Applications.

"**Program Requirements**" means that the Partner has to fulfill certain program entry requirements as well as ongoing program requirements, some of which are general PartnerEdge requirements, some of which are specific for the Build Innovation Model, including, without limitation, payment of the Program Fee(s), successful conclusion of the Application Readiness Check for at least one Packaged Platform Application within twelve (12) months after Effective Date of the Agreement, upholding a subscription to at least one Innovation Pack and other requirements as set out in detail in the PartnerEdge Program Guide and the Region-Specific Program Information ("RSPI").

"**Release**" means (i) a "major release" that includes architectural changes and may be identified by a change of the release numeral to the left of the decimal point (e.g., 3.0) ("Major Release"), (ii) a "minor release" that includes improvements and bug corrections and may be identified by the release numeral to the right of the decimal point (e.g., 3.1) ("Minor Release"), and (iii) a "maintenance release" indicating a bug correction or patch and may be identified by a change of the release numeral two digits to the right of the decimal point (e.g., 3.12) or otherwise designated as "SP" or "Service Pack" ("Maintenance Release"). Any Major Release, Minor Release and Maintenance Release made generally available by SAP to Partner after the Effective Date are collectively referred to as "**New Releases**".

"**SAP Cloud Service**" means any of the Cloud Services that are provided to Partner under this Agreement for development and/or operation of a Cloud Application.

"**SAP Digital Property**" means any of the SAP online marketplace services designated in the PartnerEdge Program Guide, serving as a platform to market Packaged Platform Applications to End Users.

"**Software Use Rights**" means, with regard to Software or other subscription services specified in an Order Form, the SAP Software Use Rights Schedule current as of the effective date of the applicable End User License Agreement for the country where the End User is located, a copy of which are found at: http://go.sap.com/about/agreements.customers.html. The Software Use Rights provide additional or supplemental terms and conditions in connection with the Use of the Software as specified in the Exhibit or Order Form. Such Software Use Rights are incorporated herein by reference. SAP recommends Partner and End User print a copy of the Software Use Rights for their respective records.

"**SPOC**" (Single Point of Contact) is an employee of Partner or its Affiliates or an employee of business third parties who is authorized by Partner as single point-of-contact for SAP. The SPOC is authorized to approve on behalf of Partner any amendments to this Agreement and any attachments hereto and approves and coordinates all licensed Software orders.

"**Users**" means users licensed under this Agreement.

2.   Engagement Model-specific Obligations

2.1 SAP Obligations

2.1.1   Subject to Partner's compliance with all Program Requirements at all times during the term of this Build Innovation Model and subject to Partner's subscription to the respective Innovation Packs, SAP will

a) provide Partner access to the development licenses and support for development licenses for the purposes of this Agreement,

b) provide Partner access to SAP Cloud Service for development of Cloud Applications and/or operation of Cloud Applications in conjunction with SAP Cloud Service,

c) provide Partner access to designated SAP Digital Properties subject to the terms and conditions outlined in Annex 2 (Listing on SAP Digital Properties).

2.2. Partner Obligations

2.2.1   Partner shall develop the Platform Applications in accordance with Documentation and Application Readiness Check criteria published by SAP and as defined in section 9.

2.2.2   Partner will actively sell a Packaged Platform Application as generally available product once it has passed the Application Readiness Check.

2.2.3   Throughout the term of the Agreement, Partner shall market each Packaged Platform Application using at least one of the SAP go-to-market services designated in the PartnerEdge Program Guide, including listing on a designated SAP Digital Property and ePaaS Licensing of SAP Cloud Service.

2.2.4   The Partner will be responsible for all End Users' billing and collection functions with respect to the Packaged Platform Applications and services.

2.2.6   Partner is responsible towards its End Users that the Platform Application(s) fulfills all applicable data protection and data privacy laws. Partner shall ensure that the Platform Application(s) adheres to all applicable data protection and privacy laws.

2.2.7   Partner shall use commercially reasonable efforts to ensure that each End User has the required SAP End-User Software license in place to run Partner's Platform Applications.

2.2.8   Database and Third Party Products. Partner and its End Users shall be responsible for any additional software, migration tool, or third party product not licensed hereunder that is needed to Use or Integrate with the Software.

2.2.9   Delegation of Partner Duties. Partner may delegate the performance of the Partner's duties to suitably qualified personnel of an Associated Company. Notwithstanding such delegation by the Partner of its duties, Partner shall remain directly accountable to SAP. Under no circumstances shall the Partner's Associated Company be entitled to hold itself out to be an Authorized SAP partner or having any other direct relationship to SAP.

2.3. Joint Obligations

2.3.1   Any communication or announcement of this Agreement or any collaboration under this Agreement is subject to mutual consent of the Parties.

2.3.2   Any use of a Party's Promotional Materials or any joint marketing and communication activities are subject to such Party's prior written approval. Notwithstanding the foregoing, if required by law, each Party may issue press releases concerning the Platform Application or the cooperation hereunder and other disclosures without the consent of the other Party.

2.3.3   Each Party shall solicit and reasonably consider the views of the other Party in designing and publishing such Promotional Materials. Once approved by the respective other Party, the Promotional Materials may be used and re-used by a Party for the purpose of promoting the Platform Applications referenced therein until such approval is withdrawn by the other Party with reasonable prior written notice. In the

event such approval is withdrawn, existing Promotional Materials shall be returned or deleted within a reasonable period of time, as outlined in the withdrawal notice.

2.3.4   For the term of this Agreement, SAP is entitled to use the Partner's product and/or company logo and/or trademarks for inclusion on the designated SAP Digital Properties and/or for marketing materials related to the Software. Partner will provide such logos and trademarks to SAP. Any such use is subject to the trademark usage guidelines of the respective Party.

2.3.5   Subject to the regulations of this section 2, SAP is entitled to publish information about the Platform Application(s) on the designated SAP Digital Properties or other SAP web pages.

2.3.6   Support. Each party's obligations regarding support and maintenance shall be as set forth in the applicable Contractual Documents.

3.   Term and Termination

3.1   Term. This Build Innovation Model comes into effect as of the Effective Date defined in the Build Innovation Schedule and remains in full force and effect until and including 31 December of the same year. Thereafter its term is automatically extended for subsequent periods of one year.

3.2   Termination for convenience: Either Party may terminate this Build Innovation Model for convenience with prior written notice of three (3) months to the end of a calendar year, at the earliest, however, to 31 December, following a minimum period of twenty-four (24) months from the Effective Date.

3.3   Termination for non-compliance with Program Requirements. SAP may terminate this Build Innovation Model with three months' prior written notice if Partner:

a)   did not meet all of the Program Requirements for the first time within twelve months after the Effective Date defined in the Build Innovation Schedule; or

b)   does not comply with any of the Program Requirements excluding the Program Fee for which the termination periods set out in Article 10 (Termination for good cause) no. 1 a) and no. 2 a) of Part 1 of the PartnerEdge GTC apply.

3.4   Any terms of the Agreement which by their nature extend beyond the day the Agreement ends remain in effect until fulfilled, in particular any terms protecting the Intellectual Property Rights of SAP Parent or any of its Associated Companies, and apply to respective successors and assignees.

3.5   After termination or expiration of the Agreement or expiration or termination of an Innovation Pack subscription, Partner may use the SAP Material previously provided by SAP to provide maintenance or support to its End Users for the then applicable term of the respective End User support or subscription agreement and for archival purposes ("Wind-down Usage"). Such Wind-down Usage shall in any case not exceed three years upon termination of this Agreement. Wind-down Usage of SAP Material is subject to Partner continuing compliance with the terms of the Agreement and provided that Partner is not in breach with the terms of the Agreement.

For clarification purposes: For Wind-down Usage, SAP is not obliged to provide any SAP Material or any services, e.g. support and maintenance services, after termination of the Agreement. Note that the SAP HANA Cloud Platform Post Termination and the SAP HANA Cloud Integration Post Termination is governed in Exhibit L (SAP Cloud Services Development GTC).

4.   Innovation Pack and additional SAP Cloud Service Term and Termination

4.1   Partner shall pay to SAP the annual Innovation Pack fees as stipulated in the RSPI. With regard to first invoice, the Innovation Pack fee will be calculated by SAP from the Effective Date of the relevant Innovation Pack order to 31 December of the respective calendar year. Subsequent Innovation Pack fees will be calculated from 1 January to 31 December and must be paid by the Partner annually in advance. Partner is obliged to have subscribed to a minimum of one (1) Innovation Pack throughout the term of the Agreement.

4.2 Either Party may terminate Partner's subscription to an Innovation Pack for convenience with thirty (30) days prior written notice to 31 December each year, with a minimum subscription period of three (3) months per Innovation Pack.

4.3 Subscription to an Innovation Pack will end on the date on which the Build Innovation Model is terminated, rescinded or ended in any other way between SAP and Partner.

4.4 Requests for additional licenses 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) and SAP standard terms and conditions. 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.

4.5 Partner may order Innovation Packs, other services or licenses under this Agreement via an electronic contracting process, if and when made available by SAP in its sole discretion.

5. Reporting & Payments

5.1 SAP will only invoice Partner as described herein if fees exceed or are equal to an amount of 500 € to avoid invoicing of small amounts. SAP reserves the right to change the threshold to avoid invoicing of small amounts and to communicate such changes to Partner. Nevertheless, SAP will always send an invoice at the end of each contract year per calendar year and reserves the right to additionally send an invoice at the calendar year date of 31 December.

5.2 All payments hereunder are non-refundable.

5.3 If Partner fails to pay any fee or other amount payable by it on its due date, SAP is entitled to delist the Packaged Platform Application from SAP Digital Properties. SAP reserves the right not to list the Packaged Platform Application until full and final payment. Partner is entitled to offset only claims that are uncontested or have been finally determined by the court. Partner cannot assign its claims to a third party.

5.4 SAP will nominate a contact person who will coordinate any revenue related topics between the Parties under this Exhibit. This person shall be the SPOC for the Partner who is authorized to make or accept required declarations on behalf of SAP. SAP will publish applicable fees on SAP Price List or any other pricing document made available to Partner for the purposes the Agreement.

5.5 Partner will nominate a contact person who will coordinate any revenue related topics under this Appendix between the Parties. This person shall be the SPOC for SAP who is authorized to make or accept needed declaration on behalf of the Partner.

5.6 Audits: If an audit is performed by SAP, Partner shall ensure that the audit can be performed on an anonymous basis and does not provide any End User name and/or contact information to SAP during the audit procedure. If the audit is performed by the Nominated Auditor, then such Nominated Auditor shall not provide any End User names and contact information to SAP.

6. Currency and Exchange Rates

6.1 Where SAP and Partner have agreed that SAP will invoice Partner in USD, the EURO/USD exchange rate shall be based on the official fixing of the European Central Bank on the last business day of the month immediately preceding the month in which SAP invoices Partner.

6.2 For reporting reasons, e.g. according to section 5.1, Partner shall apply currency exchange rates based on the official fixing of the European Central Bank on the last business day of the month preceding the month in which Partner sends report to SAP.

7. Delivery

7.1 Partner shall order the Software, SAP Cloud Services, and services according to SAP's standard procedures.

7.2 Delivery. Subject to the terms and conditions of the Agreement SAP will deliver the Software and SAP Support by making it available for electronic download through the SAP Service Marketplace (http://service.sap.com/swdc) or such other network to Partner. The Software is deemed delivered (including but not limited for purpose of fixed delivery dates) and the risk of loss passes at the time SAP has informed the Partner of such download availability. Partner agrees not to request any physical delivery of Software or SAP Support and should it occur that any such delivery will be rejected by Partner. Partner agrees and understands that the calculation of taxes may be affected by the delivery method and delivery location of the Software and corresponding SAP Support.

8. Limitation of Liability

8.1 Anything to the contrary herein notwithstanding, except for (i) damages resulting from unauthorized use or disclosure of confidential information, (ii) indemnification of any intellectual property right infringement subject to section 8.2 of this Agreement, and (iii) Licensor's right to collect unpaid fees, under no circumstances shall either party (or its Group Companies or Licensors) be liable to the other party, any End User, or any other person or entity up to the amount of five hundred thousand Euros (€500,000) per incident and limited in total to one million Euros (€1.000,000) for all claims arising out of this Agreement. Neither Party shall be liable for indirect and / or consequential damages whatsoever such as but not limited to loss of production, loss of profit etc. caused to the other resulting from undertaking its obligations.

8.2 It is expressly understood and agreed that each and every provision of the Agreement which provides for a limitation of liability, disclaimer of warranties or exclusion of damages, is intended by the parties to be severable and independent of any other provision and to be enforced as such.

8.3 Partner acknowledges that none of Licensor or its licensors are engaged in the business of rendering legal, tax, or other professional services and that the information provided by Licensor relative to the Agreement or in response to Partner inquiries are not intended to provide legal, tax or other expert advice to Partner, or be a substitute for a lawyer, accountant, or other professional. If Partner needs legal or tax advice or other expert assistance, the services of a competent lawyer, accountant or other professional licensed to practice in the applicable jurisdiction should be sought.

8.4 The foregoing limitation of liability does not apply to willful misconduct or fraud, personal injury or death caused by the negligence or any other liability which cannot be excluded or limited by applicable law.

8.5 Claims. Neither party will bring a legal action under the Agreement more than two years after the cause of action arose.

9. Application Readiness Check

9.1 Partner is responsible for developing the Packaged Platform Application in accordance with the technical and functional requirements of the review criteria and the applicable SAP Documentation. Partner must provide all information reasonably requested by SAP concerning the Packaged Platform Application and its technical usage scenario in connection with Software or SAP Cloud Service, and the corresponding SAP interface. SAP will provide the necessary tools for Partner to request the Application Readiness Check and provide such information to SAP.

9.2 The successfully concluded review implies that the Packaged Platform Application meets the published review criteria. SAP's review however does not certify any quality or guarantee a fault-free operation of the Packaged Platform Application. Partner must not make any representation or declaration in that regard.

9.3 SAP will determine how to conduct the Application Readiness Check and if a live demonstration of the Packaged Platform Application is required, e.g. by using Internet collaboration tools. Partner shall ensure at its own expense that the Packaged Platform Application as well as all software, documentation, resources, and/or materials required for review from Partner are ready and accessible.

9.4 SAP reserves the right to conduct annually recurring reviews of Packaged Platform Applications based on the then current Application Readiness Check criteria. In the following cases, Partner must request an Application re-Review for an existing already reviewed Packaged Platform Application:
- Changes in the Application Readiness Check scenario criteria due to a version change of the SAP Software
- Modifications or enhancements to the reviewed Packaged Platform Application that affect the Application Readiness Check scenario and/or impede an exchange of data with the SAP Software
- Change of the name or the labeling of the Packaged Platform Application

9.5 If during the review of a Packaged Platform Application, non-compliance of the Packaged Platform Application with the Application Readiness Check criteria is detected, SAP will provide Partner the opportunity to fix such non-compliance, and conduct an Application re-Review. If Partner is not able or willing to fix the non-compliance, the Packaged Platform Application does not pass the Application Readiness Check.

9.6 In order to pass the Application Readiness Check, certain types of Packaged Platform Applications that include development in SAP Backend systems require a Certification to be conducted under an additional agreement. These types are explained in the Certification guidelines on the SAP Partner Center on www.sapappsdevelopmentpartnercenter.com.

9.7 Access to the Application Readiness Check for a certain Packaged Platform Application requires that Partner has an effective subscription to the Innovation Packs which include the SAP Materials, and an effective subscription to additional SAP Cloud Services, required to develop and support such Packaged Platform Application.

10 Miscellaneous

10.1 Neither the Agreement, nor any right or obligation hereunder, may be assigned, transferred, delegated or subcontracted, by operation of law or otherwise, in whole or in part, by Partner without SAP's prior written consent, such consent not to be unreasonably withheld. Denial of subcontracting shall not relieve Partner of its obligations to fulfill its requirements under this Agreement or any statement of work. Partner shall ensure that any approved subcontractor shall comply with all terms and conditions of this Agreement and any relevant statement of work prior to such subcontractor performing services. Partner must ensure and shall be solely responsible that such third parties adhere to the terms of the Agreement. A Change of Control of Partner shall be deemed an assignment of the Agreement. Subject to the foregoing, the provisions of the Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns. Any attempted assignment or transfer of the Agreement is in violation of this section is void.

10.2 Any additional or different terms in Partner's documents (including any preprinted terms contained on purchase orders) are hereby deemed to be material alterations and notice of objection to, and rejection of, them is hereby given, and such additional or different terms shall be void.

10.3 This Agreement may be executed in any number of counterparts, including electronic counterparts, but shall not be effective until each party has executed at least one such counterpart.

<table>
<tr><td align="center">**Annex 1**
– Data Protection –
to the SAP PartnerEdge Build Innovation Specific Terms and Conditions</td></tr>
</table>

It is not the intention under this Agreement for SAP to process personal data of Partners or End Users (except for the usage of the SAP HANA Cloud Platform as set forth in the respective Exhibit). Rather, processing of Partner or End User personal data will take place only in exceptional circumstances as an incidental effect of SAP's 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 (hereinafter referred to as the "Data Protection Directive") and/or applicable national data protection laws of the EU/EEA Member States, this Annex 1 shall apply.

<div align="center">Commissioned Processing of Personal Data</div>

This Exhibit stipulates the rights and obligations of Partner and SAP in connection with personal data processed by SAP on behalf of Partner under the Agreement. This Exhibit shall be an integral part of the Agreement.

1. Obligations of Partner

1.1 As between SAP and Partner, Partner shall be solely responsible for the permissibility of the processing of personal data as well as for safeguarding the rights of the data subjects. Partner shall enter into appropriate data protection agreements with End Users that procure that Partner is authorized to engage SAP as a sub-processor of personal data controlled by End User, in accordance with the terms of this Annex 1.

1.2 Partner shall give commissions related to the processing of personal data and parts thereof to SAP in writing, by facsimile or via e-mail or implied by making use of the Software.

1.3 Partner shall make available the personal data for processing to SAP and the results of the processing shall be transferred back by SAP to Partner by using a defined transfer procedure or in accordance with the functionality implemented in the SAP Software.

1.4 Partner shall inform SAP without delay, if Partner detects errors or irregularities when examining the results of the processing of personal data.

1.5 Partner hereby acknowledges that the use of SAP HANA Cloud Platform represents a commissioned processing of personal data of Named Users.

1.6 Partner acknowledges that only Partner and its respective Associated Companies (each a data controller) shall be responsible for the permissibility of the processing of personal data as well as for safeguarding the rights of the data subjects.

1.7 Partner shall ensure that its Associated Companies, where legally required, shall give their commissions to Partner in writing, by facsimile or via e-mail to authorize SAP and its Associated Companies to process personal data as contemplated under the Agreement.

1.8 Partner shall ensure that its Associated Companies authorize Partner to authorize SAP as its subcontractor for the processing of personal data. SAP shall only adhere to the obligations set out in this Annex when processing personal data of Named Users.

2. Obligations of SAP

2.1 SAP shall process the personal data and other operating data of Partner exclusively in accordance with Partner's instructions and/or End User's instructions relayed to SAP by Partner which may include (without limitation) the correction, erasure and/or the blocking of such data. The personal data shall not be used by SAP for any other purpose. SAP shall not preserve such personal data longer than instructed by Partner. The statutory preservation periods remain unaffected.

2.2 For processing personal data, SAP shall only use personnel which demonstrably committed themselves to observe data secrecy and secrecy of telecommunications pursuant to applicable data protection laws, including without limitation, sec 5 German Federal Data Protection Act *[Bundesdatenschutzgesetz]* and sec 88 German Act on Telecommunication *[Telekommunikationsgesetz]*. SAP may discharge this obligation by utilizing one standard template for all its customers.

2.3 SAP shall implement all technical and organisational measures to comply with the requirements pursuant to applicable data protection laws, including sec 9 German Federal Data Protection Act. SAP undertakes to Partner that it has taken and will, on a continuing basis, take appropriate technical and organizational

measures to keep personal data secure and protect it against unauthorized or unlawful processing and accidental loss, destruction or damage. In particular, SAP shall take and regularly check the following protection measures:

- *Physical access control*: SAP shall install an access control system.
- *Access control*: SAP shall control and log access to data processing systems.
- *Access limitation control*: SAP shall define, implement and monitor a concept for user rights, rules for passwords and login procedures.
- *Transmission control*: SAP shall ensure personal data transmission in encrypted form or by a secure alternative procedure. Transmissions must be logged and guidelines for personal data transmissions must be laid down in writing.
- *Input control*: SAP shall implement a detailed logging system for input, modification and deletion of personal data.
- *Job control*: SAP shall define in writing and establish control mechanisms to ensure that data are processed strictly in accordance with the instructions of the Provider.
- *Availability control*: SAP shall run a state of the art backup system and define a restore operation procedure to protect personal data from accidental destruction or loss.
- *Data separation*: SAP shall ensure by technical means and defined organisational procedures that personal data collected for different purposes (e.g. different Providers) can be processed separately. Technical means can be separated computer systems or demonstrably logical separation. Access by one Partner to the data of any other Partner must be prevented.

2.4 If the security measures implemented by SAP do not meet the legal requirements, SAP shall notify Partner without delay.

2.5 SAP shall notify Partner, if SAP considers an instruction given by Partner to be in violation of data protection regulations. SAP shall not be obliged to perform a comprehensive legal examination.

2.6 SAP shall inform Partner immediately in case of serious disruptions of the operating process, suspected data protection violations or other irregularities in connection with the processing of Partner's Data.

2.7 At Partner's written request and at Partner's expense, SAP shall reasonably support Partner in dealing with requests from individual data subjects and/or a supervisory authority with respect to the processing of personal data controlled by Partner. SAP shall notify Partner about inspections and measures of a supervisory or any other competent authority.

2.8 Upon expiry or termination of the Agreement, SAP shall in accordance with the terms of the Agreement and Partner's instructions, either (i) return to Partner or all personal data controlled by Partner and all of Partner's media under SAP's power of disposal and any copies or reproductions thereof; or (ii) erase and/or destroy such personal data and media and confirm the erasure and/or destruction to Partner in writing.

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4. Monitoring Rights of Partner

4.1 Partner shall have all necessary right to verify that SAP processes the personal data duly in accordance with the Agreement. These monitoring rights shall be carried out in coordination with SAP. After notifying SAP the monitoring can be carried out, in particular, during SAP's usual business hours on SAP's premises where the personal data processing is performed. To the extent that any personal data controlled by End User is processed by SAP, the End User shall have the same monitoring rights as Partner under this Exhibit.

4.2 SAP shall ensure that Partner has the monitoring rights set forth in section 4.1 also vis-à-vis sub-commissioned processors of personal data (Unter-Auftragsdatenverarbeiter) retained by SAP.

4.3 SAP shall reasonably support Partner throughout these verification processes and provide Partner with the required information.

4.4 SAP shall contractually safeguard Partner's powers of disposal and monitoring rights under this Agreement vis-à-vis SAP's Subprocessors who may come into contact with the personal data. Where applicable data protection law requires the Partner to enter into a direct contractual relationship with SAP's subcontractors, Partner hereby authorizes and empowers SAP to enter into the necessary agreements with SAP's subcontractors on Partner's behalf.

4.5 Services rendered by SAP in connection with Partner's monitoring rights shall be at Partner's expense.

5. Special Confidentiality Obligation; Obligation to Observe Data Secrecy

5.1 SAP undertakes to treat the personal data, which have become known to SAP, confidential and to use such data exclusively for the commissioned data processing.

5.2 Any data media provided and any copies or reproductions made thereof shall remain property of Partner. SAP shall store these with due care, ensuring that they are not accessible to third parties. SAP may not make copies or reproductions thereof without Partner's consent, unless this is necessary to achieve the purposes pursued with the commissioned data processing. On Partner's request, SAP must immediately return to Partner all data media of Partner under SAP's power of disposal and any copies or reproductions thereof or destroy them in accordance with the laws on data protection and confirm the destruction to Partner in writing.

5.3 SAP undertakes to impose on its employees, who may obtain knowledge of personal data, the same obligations as entered into above by SAP.

6. Applicable Law

For each instance where personal data are processed under this Annex 1, the provisions of this data protection Exhibit shall be governed by the law of the EU / EEA Member State in which the respective controller of the personal data (Partner and/or End User) is established.

Annex 2
– Listing on SAP Digital Properties –
to the SAP PartnerEdge Build Innovation Specific Terms and Conditions

1.   Packaged Platform Application Listing Criteria

1.1   Prior to listing of the Packaged Platform Application on an SAP Digital Property under this Agreement, the Packaged Platform Application must have passed the Application Readiness Checks stipulated by this Agreement.

1.2   SAP will only activate the listing of the Packaged Platform Application on an SAP Digital Property upon explicit approval by Partner.

1.3   In accordance with the criteria described in the Guidelines for Packaged Platform Applications as published on the SAP Application Development Partner Center on www.sapappsdevelopmentpartner-center.com, SAP reserves the right to refuse listing of the Packaged Platform Application on an SAP Digital Property and to delist the Packaged Platform Application. SAP will provide Partner with the then current listing criteria and requirements upon signature of the Agreement.

2.   Partner/ Packaged Platform Application Information for Publication

2.1   Partner is required to provide information on Partner and the Packaged Platform Application to SAP for inclusion with the SAP Digital Property. All information provided by Partner for publication on an SAP Digital Property must be reasonably complete and accurate. Partner must provide/include the following information with regards to Partner itself and the Platform Application for the SAP Digital Property:
- Packaged Platform Application name
- Packaged Platform Application short description
- Packaged Platform Application long description
- Partner name
- Information about Partner

SAP reserves the right to request additional information from Partner with thirty (30) days prior notification. For clarification purposes: Partner is only obliged to provide and publish information on the SAP Digital Property with regards to Packaged Platform Application.

2.2   Partner is solely responsible for all information on Partner and the Packaged Platform Applications marketed to End Users via the SAP Digital Property. Partner warrants that all information provided for publication on the SAP Digital Property is accurate and correct. Partner shall not provide any information on the SAP Digital Property which is incorrect, incomplete, slanderous, profane, libelous and obscene or which violates in any way applicable law of countries for which the Packaged Platform Application is offered. To the extent supported by the SAP Digital Property, Partner must provide all information in the languages of the countries for which the Platform Application will be offered.

2.3   Partner agrees that SAP shall be entitled to review all of the aforementioned material/information prior to publication on the SAP Digital Property. Partner shall follow all SAP marketing guidelines made available to Partner with regards to any materials published on the SAP Digital Property.

3.   Rating and Review Capability of SAP Digital Property

3.1   SAP may provide registered users with an opportunity to comment on, review, and rate the Packaged Platform Applications and Services **(collectively "Reviews")** promoted on an SAP Digital Property. Reviews are posted on an SAP Digital Property by Registered Users to provide direct feedback to SAP and Partner for Packaged Platform Applications, and to provide information to potential End Users of SAP and Partner who view the SAP Digital Property for Packaged Platform Applications to assist in their decision making process. Partner is not permitted to republish and/or distribute any Review without the express written consent of the author of the applicable Review.

3.2   Partner shall not use the solution review feature of the SAP Digital Property to review Packaged Platform Applications or solutions of other partners.

4.   Termination of Listing

4.1   Partner´s rights to use the SAP Digital Property under this Agreement terminate upon termination of the Agreement. Partner shall not be entitled to use the SAP Digital Property during any agreed post termination phase out period.

4.2   Upon termination of the Agreement, SAP will delist the Packaged Platform Applications from the SAP Digital Property.

5.   Partner Contributions

5.1   Partner must nominate in writing a suitable contact person for SAP, and provide SAP with the contact data (especially an e-mail address and telephone number) at which SAP can reach each such person or an authorized substitute at all times. The contact person must be in a position to make necessary decisions for Partner or ensure that they are made without delay.

5.2   Upon SAP's request, Partner will provide evidence that the Packaged Platform Application is a generally available product and not a custom-tailored solution or developed for a specific End User.

5.3   Partner must promptly notify SAP of any change in the circumstances on which the Agreement or the review services are based on, including but not limited to the fact that (i) the Packaged Platform Application is no longer generally available or (ii) the Packaged Platform Application is technically modified (in a way that impacts the integration with SAP Software), or (iii) the name of Partner or of the Packaged Platform Application is changed. In such cases the Packaged Platform Application may either be no longer eligible for listing on the SAP Digital Property or the Packaged Platform Application has to be re-reviewed in order to maintain the listing.

5.4   Partner must bear all costs and expenses arising out of its breach of its collaborative duties in this Agreement. Partner is obligated to pay any agreed upon fees in case of SAP's non-performance pursuant to Partner's failure to perform or properly perform its obligations under the Agreement.

6.   SAP Obligations

6.1   SAP will perform the Application Readiness Check of the Packaged Platform Application and all other necessary steps to enable its SAP Digital Property listing accurately and with due care. SAP and Partner agree that both Parties will apply reasonable efforts to accomplish these activities within proposed project timelines. SAP confirms that such approvals for SAP Digital Property listing shall not be unreasonably withheld, conditioned or delayed.

6.2   SAP does not warrant that it is possible to detect all cases of non-compliance or inconsistencies with the aforementioned SAP requirements.