END USER LICENSE AGREEMENT (for SAP On Premise indirect sales) ("EULA")

1.   DEFINITIONS.

1.1   "Add-on" means any development that adds new and independent functionality, but does not modify existing SAP functionality, and is developed using SAP application programming interfaces or other SAP code that allows other software products to communicate with or call on the Software.

1.2   "Affiliate" means any legal entity in the Territory in which the Licensee, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.

1.3   "Agreement" means the EULA Acceptance Form, this EULA and the Software Use Rights Schedule.

1.4   "Business Partner" means a legal entity or individual that requires access to the Software in connection with Licensee's internal business operations, such as customers, distributors and/or suppliers of Licensee.

1.5   "Confidential Information" means, with respect to Licensee: Licensee's marketing and business plans and/or financial information, and with respect to SAP: (a) the Software, Documentation and other SAP Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of SAP; and (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies. In addition, Confidential Information of either SAP or Licensee (the party disclosing such information being the "Disclosing Party") includes information which the Disclosing Party protects against unrestricted disclosure to others that (i) the Disclosing Party or its representatives identifies as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure; including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.

1.6   "Designated Unit" means information technology devices (e.g. hard disks or central processing units) identified by End User or Partner pursuant to or in connection with this Agreement that has been previously approved by SAP or otherwise officially made known to the public as appropriate for Use or interoperation with the Software.

1.7   "Distributor" means the person or entity to which SAP markets and distributes certain Software and from which the Partner bought or will buy the Software in case Partner has not or will not buy the Software from SAP directly.

1.8   "Documentation" means SAP's then-current technical and/or functional documentation which is delivered or made available by SAP either indirectly via Distributor and/or Partner or directly to Licensee with the Software.

1.9   "Effective Date" means the effective date set out in the EULA Acceptance Form as "Effective Date".

1.10   "EULA Acceptance Form" means the "Acceptance Form for End User License Agreement (for SAP On Premise indirect sales)" concluded between SAP and Licensee.

1.11   "EUMA" means the "SAP Delivered Support Agreement (for SAP On Premise indirect sales)" which sets out the terms and conditions under which SAP provides support to End Users.

1.12   "Export Law" means all constitutions, laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits restrictive measures, trade sanctions, embargos and other legally binding requirements of all federal, country, international, provincial and local governmental authorities relating to export, re-export or import.

1.13   "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.14   "Licensee" means the end user who is further identified in the EULA Acceptance Form as "End User".

1.15   "Modification" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces alternative user interfaces or the extension of SAP data structures; or (iii) any other change to the Software (other than an Add-on) utilizing or incorporating any SAP Materials.

1.16 "Partner" means the partner which is further identified in the EULA Acceptance Form as "Partner".

1.17 "SAP" means the SAP entity which is further identified in the EULA Acceptance Form as "SAP".

1.18 "SAP Delivered Support" means SAP's support offering to directly provide support to End Users subject to the terms and conditions set out in the EUMA.

1.19 "SAP Group" means SAP Parent and any of its Affiliates.

1.20 "SAP Materials" means any software, programs, tools, systems, data or other materials made available to Licensee directly by SAP or via Partner prior to or after the Effective Date including, but not limited to, the Software and Documentation.

1.21 "SAP Parent" means SAP SE, a European company (Societas Europaea), located at Dietmar-Hopp-Allee 16 in 69190 Walldorf, Germany and registered at the commercial register of Mannheim under the registration number HRB 350269.

1.22 "Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in the EULA Acceptance Form, all as developed by or for the SAP Group and delivered by SAP either indirectly via Distributor and/or Partner or directly to Licensee; (ii) any new versions, releases, updates, upgrades, patches, fixes and corrections thereof, made available through unrestricted shipment pursuant to SAP support or warranty obligation; and (iii) any complete or partial copies or replacements of any of the foregoing.

1.23 "Software Use Rights Schedule" means the Software Use Rights Schedule current at the Effective Date of the EULA Acceptance Form which is made available at: www.sap.com/company/legal.

1.24 "Territory" means the territory stated in the EULA Acceptance Form.

1.25 "Third Party Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in the EULA Acceptance Form, all as developed by or for companies other than the SAP Group and delivered by SAP either indirectly via Distributor and/or Partner or directly to Licensee; (ii) any new versions, releases, updates, upgrades, patches, fixes and corrections thereof, made available through unrestricted shipment pursuant to SAP support or warranty obligation; and (iii) any complete or partial copies or replacements of any of the foregoing.

1.26 "Use" means to directly or indirectly activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

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2.1.3   The terms and conditions of this Agreement relative to "Software" apply to Third Party Software except (i) Licensee shall not make Modifications and/or Add-ons to Third Party Software or otherwise modify Third Party Software unless expressly authorized by SAP; and (ii) subject to Section 12.10, as otherwise stated in the Software Use Rights Schedule.

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3.   VERIFICATION. SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures, which may include on-site and/or remote audit) the usage of the SAP Materials. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or SAP support fees and/or (ii) that Licensee has Used the Software in excess of the license quantities or levels stated in the EULA Acceptance Form, Licensee shall pay such underpaid fees and/or for such excess usage based on the then-current SAP price list, terms and conditions in effect at the time of the audit, and shall order the Software license quantities or levels used in excess from the Partner and/or SAP and execute an additional EULA Acceptance Form to affect the required licensing of any additional quantities or levels. Reasonable costs of SAP's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels. SAP reserves all rights at law and equity with respect to both Licensee's underpayment of license fees or SAP support fees and usage in excess of the license quantities or levels. SAP may delegate to Partner or request Partner to perform any of the rights listed under this Section 3.

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5.   TERM.

5.1.   Term. This Agreement and the license granted hereunder shall become effective on the Effective Date and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives SAP written notice of Licensee's direction to terminate this Agreement, for any reason; (ii) thirty days after SAP gives Licensee written notice of Licensee's material breach of any provision of this Agreement (other than Licensee's breach of its obligations under Sections 6, 10 or 11, which breach shall result in immediate termination); (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or a petition for the opening of insolvency proceedings or similar proceedings if filed against the Licensee.

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5.2   End of Term Duties. Upon any termination hereunder, Licensee and its Affiliates shall immediately cease Use of all SAP Materials and Confidential Information.   Within thirty (30) days after any termination, Licensee shall irretrievably destroy or upon SAP's request deliver to SAP all copies of the SAP Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period.   Licensee must certify to SAP in writing that it has satisfied its obligations under this Section 5.2. Licensee agrees to certify in writing to SAP that it and each of its Affiliates has performed the foregoing.   Sections 3, 4, 5.2, 6, 7.2, 8, 9, 10, 12.4, 12.6, 12.7 and 12.9 shall survive such termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund by SAP of any payments made by Licensee to SAP. Termination shall not relieve Licensee from its obligation to pay fees that remain unpaid.

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8.   THIRD PARTY CLAIMS.

8.1   Infringement and Defense of Licensee. SAP will, at its sole discretion, either defend Licensee against or settle any claim brought against Licensee in the Territory if such claim (i) is brought by any owner of the Intellectual Property Right specified below giving rise to the claim and (ii) alleges that Licensee's Use of the Software, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of such owner's patent claim(s), copyright, trademark or trade secret right. SAP will pay damages finally awarded against Licensee (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP

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8.2   The liability limitations contained in Section 9 below apply to all claims made under this Section 8. Any limitations to the liability and obligations of SAP according to this Section 8 will also apply for the benefit of any member of the SAP Group and their respective licensors.

8.3   THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY AND OBLIGATION OF SAP AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

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9.3 Exclusions and Limitations for Third Party Software. SUBJECT TO THE EXCLUSION OF DAMAGES STATED IN SECTION 9.2 AND WITH RESPECT TO THIRD PARTY SOFTWARE, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL SAP OR ITS LICENSORS' BE LIABLE FOR AN AMOUNT IN EXCESS OF THE PAID LICENSE FEES FOR THE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES.

9.4 The provisions of this Agreement allocate the risks between SAP and Licensee. The license fees paid by Licensee reflect this allocation of risk and the limitations of liability herein. It is expressly understood and agreed that each and every provision of this 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.

10.   CONFIDENTIALITY.

10.1. Use of Confidential Information. Confidential Information must not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the Disclosing Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the Disclosing Party, the party receiving the Confidential Information ("**Receiving Party**"): (a) shall take all Reasonable

Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the Receiving Party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either Party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

10.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the Receiving Party; (c) at the time of disclosure, was known to the Receiving Party free of restriction; or (d) the Disclosing Party agrees in writing is free of such restrictions.

10.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement to any third party except for the Partner and the Distributor. Neither Party shall use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that any member of the SAP Group may use Licensee's name in customer listings or, at times mutually agreeable to the Parties, as part of SAP Group's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with Licensee's business. Licensee agrees that SAP may share information on Licensee with any other member of the SAP Group for marketing and other business purposes and that Licensee has secured permission from its employees to allow SAP to share business contact information with any other member of the SAP Group.

11. ASSIGNMENT. Licensee may not, without SAP's prior written consent, assign, novate, delegate, pledge, subcontract or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign, novate, delegate, pledge, subcontract or otherwise transfer this Agreement or any of its rights or obligations thereunder (in whole or in part) to any member of the SAP Group. SAP and any other member of the SAP Group may use third parties as sub-contractors for fulfilling any of its rights or obligations under this Agreement. SAP will continue to be liable for such obligations.

12. GENERAL PROVISIONS.

12.1 Retention of data. With regard to business transactions covered by this Agreement, End User must retain any records for a period of ten years starting on 1th of January of the year following the year during which the data were transmitted or otherwise transferred, or for the minimum period prescribed by applicable law, whichever is longer. In addition, Licensee must maintain current, complete and accurate reports on all of SAP's Confidential Information in its possession or in the possession of its representatives.

12.2 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be wholly or in part illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein. The illegal, invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in the case of contractual gaps.

12.3 No Waiver. If either Party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.4 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be considered an original but all of which together form one and the same instrument and will be treated as if the signatures on the counterparts were on a single copy. This Agreement may be validly executed by means of transmission of signed facsimile, pdf or any other documented form for which a process has been provided by SAP. Signatures sent by fax, pdf, email or other electronic means for which a process has been provided by SAP shall be deemed original signatures.

12.5 Arbitration. Except for the right of either party to apply to a court of competent jurisdiction for an interim or interlocutory injunction or other provisional remedy to preserve the status quo or prevent irreparable harm pending final award of the arbitrator, any controversy or claim arising out of or relating to this Agreement, other than as to the ownership of any intellectual property right(s) in Proprietary Information, shall be finally settled by arbitration in Toronto, Ontario, in accordance with the Ontario Arbitrations Act, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties fail to appoint the arbitrator within ten (10) days of service of a notice of intention to arbitrate (which notice shall include a description of the claim, a concise statement of the facts supporting it and the relief sought), either party may apply to a judge of the Ontario

Court of Justice (General Division) for the appointment of such arbitrator. The arbitrator shall have a background or training in computer law, computer science, or marketing of computer products. The written decision and reasons of the arbitrator shall be communicated to the parties no later than thirty (30) days after the close of argument in the arbitration.

12.6 <u>Regulatory Matters</u>. The Software, SAP Delivered Support, Documentation and SAP Materials as well as parts of any of these (e.g. new versions, releases, updates, upgrades, patches, fixed or correction of a software product) are subject to Export Laws of various countries, including, without limitation, the laws of Canada, the United States, the EU, Ireland and Germany. Licensee agrees that it will not submit the Software, SAP Delivered Support, Documentation or other SAP Materials or parts of any of these to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and that it will not export, re-export or import any Software, SAP Delivered Support, Documentation and/or SAP Materials to countries, persons or entities prohibited by any applicable Export Law. In that context, Licensee is responsible for complying with all applicable Export Laws. If SAP or any other member of the SAP Group wants to deliver and/or grant access to Software, SAP Delivered Support, Documentation other SAP Materials, or parts of any of these directly to a Licensee, Licensee will support SAP and any other member of the SAP Group in obtaining any required authorization, approval or other consent from the competent authorities by providing any necessary or useful declarations or other necessary or useful information, e.g. Licensee certificates, as may be requested by SAP or any other member of the SAP Group. Licensee acknowledges that the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials as well as parts of any of these may be subject to the prior obtaining of export or import authorizations or both from the competent authorities and that this process may (i) considerably delay or prevent the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or part of any of these, (ii) impact SAP's ability or the ability of any other member of the SAP Group to provide SAP Delivered Support or other services and (iii) lead to SAP or any other member of the SAP Group having to limit, suspend or terminate Licensee's access to SAP Delivered Support services or other services.

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d) if access to SAP Delivered Support or other services has to be limited, suspended or terminated due to applicable Export Law.

SAP may terminate this Agreement and the license granted hereunder with thirty days' prior written notice if SAP or any relevant member of the SAP Group may not deliver or grant access to Software, SAP Delivered Support, Documentation and SAP Materials to Licensee due to an embargo or other comparable trade sanction, which is expected to be in place for six months or longer.

12.7 <u>Governing Law; Limitations Period</u>. This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement are governed by the laws in force in the Province of Ontario to the exclusion of the international law of conflicts and the UN Sales Convention. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement (including any dispute regarding the existence, validity or termination of this Agreement) is Toronto, Ontario. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.8 <u>Notices</u>. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth in the EULA Acceptance Form. Where in this Section 12.7 or elsewhere in this Agreement a written form is required, except for any notice of termination or notice of a material breach which shall occur by exchange of letter(s), that requirement can be met by facsimile transmission, exchange of letters or other written form, including email or other electronic means for which a process has been provided by SAP.

12.9 <u>Force Majeure</u>. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.10 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the Parties disclaim any reliance on any such representations, discussions and writings. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. This Agreement does not create any partnership, joint venture or principal-and-agent relationship.

12.11 Amendments. Any modification, amendment or supplement to this Agreement (including this Section 12.11 (Amendments) must be made in writing or in any other documented form for which a process has been provided by SAP.

12.12 Effective Date. If a Party signs a part of this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature will be deemed to be the date on that the signing Party signed that part of the Agreement.

12.13 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION COMMENCED UNDER OR IN CONNECTION TO THIS AGREEMENT.

12.14 Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the EULA Acceptance Form; (ii) the EULA; (iii) the Software Use Right Schedule except with respect to third party pass-through terms for Third Party Software stated in the Software Use Rights Schedule, in which case the Software Use Rights Schedule shall prevail over any conflict or inconsistency in any component of this EULA solely with respect to such third party pass-through terms.

12.15 Survival. Sections 6.1 (Reservation of Rights), 0 (Protection of Rights), 7 (Performance Warranty), 8 (Third Party Claims), 9 (Limitations of Liability), 10 (Confidentiality), 12.1 (Retention of data), 12.2 (Severability), 12.7 (Governing Law; Limitations Period), 12.13 (Waiver of Jury Trial) shall survive any termination of this Agreement.