

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 to the Software, but is not a Modification (defined below), and that uses APIs. "API" means SAP application programming interfaces or other SAP code that allow other software products to communicate with or call on the Software or Cloud Service (for example, SAP Enterprise Services, BAPIs, Idocs, RFCs and ABAP calls or other user exits).

1.2 "Affiliate" means any legal entity that is affiliated with another company within the meaning of the German Stock Corporation Act (AktG), section 15.

1.3 "Agreement" means the EULA Acceptance Form, this EULA including all documents referenced.

1.4 "Associated Company" means any legal entity of which a person or company has direct or indirect Control and only as long as the person or company maintains direct or indirect Control.

1.5 "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.

1.6 "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.

1.7 "Control" means the power to direct or cause the direction of the affairs of a legal entity whether by means of direct or indirect ownership of fifty per cent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder agreement or other document regulating the affairs of an entity, all as further detailed in sections 15 et seq. of the German Stock Corporation Act (AktG).

1.8 "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 have been previously approved by SAP or otherwise officially made known to the public as appropriate for Use or interoperation with the Software.

1.9 "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.

1.10 "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.

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

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

1.13 "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.

1.14 "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, state and local governmental authorities relating to export, re-export or import.

1.15 "Intellectual Property Rights" or "IP Rights" means without any limitation patents and other rights to inventions, copyrights, trademarks, trade names and service marks and any other intangible property rights and all related rights of use or commercialization.

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

1.17 "Modification" means any development that (i) changes the delivered source code or metadata; or (ii) uses APIs but does not add new and independent functionality and only customizes, enhances, or changes existing functionality of the Software or Cloud Service; or (iii) utilizes or incorporates any SAP Materials (defined below). For clarification: customizing and parametrization of Software or Cloud Service is not considered a Modification but allowed within the contractually agreed Use.

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

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

1.20 "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.

1.21 "SAP Group" means SAP Parent and any of its Associated Companies.

1.22 "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.

1.23 "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.

1.24 "Software" or "SAP Software" in this document means (i) any and all software products indirectly licensed to Licensee and 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 on behalf of Partner; (ii) any new releases, updates or versions thereof, made available through unrestricted shipment pursuant to SAP support or warranty obligation; and (iii) any complete or partial copies of any of the foregoing.

1.25 "Software Use Rights Schedule" or "**SUR**" means the then-current List of Prices and Conditions SAP Software and Support current at the Effective Date of the EULA Acceptance Form, which includes additional or supplemental terms and conditions under which Software is licensed and which is made available on www.sap.com/company/legal.

1.26 intentionally left blank.

1.27 "Third Party Software" means (i) any and all software products indirectly licensed to Licensee and 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 on behalf of Partner; (ii) any new releases, updates or versions thereof, made available through unrestricted shipment pursuant to SAP support or warranty obligation; and (iii) any complete or partial copies of any of the foregoing.

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

2. LICENSE TERMS.

2.1 License.

2.1.1 Licensee is obliged to comply with all the terms and conditions of this Agreement. In particular, Licensee will Use the Licensed Software in accordance with the following provisions: The use right is non-exclusive, non-transferable (except as set forth herein), perpetual (or for the agreed term in case of subscription based licenses), and includes the Licensed Software, Documentation, and other SAP Materials to run Licensee's and its Affiliates' internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations. Modifications and/or Add-ons to the Licensed Software are only allowed in furtherance of its permitted Use as agreed in the license agreement between Licensee and Partner and as limited by this Agreement, and they shall be used with the Licensed Software in accordance with this Section 2 and Section 6.. For clarification: Any Modifications or Add-Ons developed by SAP or any of the SAP Affiliates on behalf of Licensee or as a product are exclusively subject to the provisions of the respective agreement and not subject to the provisions of this Section 2 and Section 6. Licensee shall not: (i) use the SAP Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training) other than to Affiliates (subject to Section 2.2); (ii) lease, loan, resell, sublicense or otherwise distribute the SAP Materials, other than distribution to Affiliates (subject to Section 2.2); (iii) distribute or publish keycode(s); (iv) make any Use of or perform any acts with respect to the SAP Materials other than agreed in the license agreement between Licensee and Partner and as limited by this Agreement ; (v) use Software components other than those specifically identified in the EULA Acceptance Form, even if it is also technically possible for Licensee to access other Software components Licensee may permit Business Partners to Use the Software only through screen access, solely in conjunction with Licensee's Use, and may not Use the Software to run any of Business Partners' business operations.

2.1.2 Licensee shall not install the Software on information technology devices not located at Licensee's facilities or not in Licensee's direct possession except after advance written notice to SAP and if the respective Designated Units are located in the facilities of an Affiliate and in the Affiliate's direct possession. Licensee must be appropriately licensed as stated in the Software Use Rights Schedule for any individuals that Use the Software, including employees or agents of Affiliates and Business Partners. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system. If Licensee receives licensed Software that replaces previously licensed Software, its use rights with regard to the previously licensed Software end when it deploys the replacement Software for Use on productive systems following a reasonable testing period. At the date the rights to the previously licensed Software end Licensee shall comply with Section 5.2 of this Agreement with respect to such previously licensed Software.

2.1.3 The terms and conditions of this Agreement relative to "Software" or "SAP 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 12.13, as otherwise stated in the Software Use Rights Schedule.

2.2 Affiliate Use. Affiliates' Use of the Software, Documentation and other SAP Materials to run their internal business operations as described under this Section 2 and Section 6 is subject to the following: (i) Licensee ensures that the Affiliate agrees in writing to comply with the terms of this Agreement; and (ii) a breach of the Agreement terms by Affiliate shall be considered a breach by Licensee hereunder. If Licensee has an affiliate or subsidiary with a separate license or support agreement for SAP software with any member of the SAP Group or any other distributor of SAP software, the Software shall not be Used to run such affiliate's or subsidiary's business operations even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

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 shall execute an additional EULA Acceptance Form with regard to the 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.

4. ELECTRONIC DELIVERY

In cases of electronic delivery on behalf of Partner, SAP makes the Software available for download from a network at its own cost, and Licensee is responsible for the cost of downloading the Software.

5. TERM.

5.1. Term. This Agreement shall become effective on the Effective Date.

5.2 End of Term Duties. Upon any termination of the licensed Software use rights, 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. Termination shall not relieve Licensee from its obligation to pay fees that remain unpaid.

6. INTELLECTUAL PROPERTY RIGHTS.

6.1 Reservation of Rights. As between Licensee and SAP, all rights in the SAP Materials and SAP Confidential Information – especially without being limited to all copyright and other IP Rights – shall be the sole and exclusive property of the SAP Group or their licensors, including without limitation Software created to address a requirement of or in collaboration with Licensee. Licensee's only rights in respect of the Licensed Software are the use rights within the defined scope of the license agreement between Licensee and Partner and as limited by this Agreement. Sentences 1 and 2 apply likewise to all other SAP Software, goods, works and information provided to Licensee precontractually or in performance of contract, including without limitation those provided in performance of warranty or support.

6.2 Protection of Rights. Unless expressly specified otherwise in this Agreement, Licensee is not entitled to copy, translate, disassemble, decompile nor reverse engineer the Software or other SAP Materials. Licensee must not create or attempt to create the source code from the object code of the Software or other SAP Materials. Backup copies of the Software are not subject to copy prohibition if and insofar as they are necessary to Licensee to back up data and if the backup is done in accordance with good information technology practice. Backup copies on transportable discs or other data media must be marked as backup copies and bear the same copyright and authorship notice as the original discs or other data media, unless technically infeasible. Licensee must not change or remove SAP's copyright and authorship notices.

6.3 Modifications/Add-ons.

6.3.1 Licensee may use any API or tools contained in the Licensed SAP Software or otherwise obtained from SAP via Partner only in order to develop or use Modifications or Add-Ons, subject to Licensee's fulfilling its obligations set forth in this Section 6.3 in relation to Modifications and/or Add-Ons.

6.3.2 Except as otherwise agreed and except as expressly required by law or expressly permitted in this section 6.3, Licensee is not entitled to create, use, or make available to any third party any Modification or Add-On to Licensed SAP Software. Modifications may only be made in relation to Licensed SAP Software delivered by SAP in source code.

6.3.3. Licensee is responsible for any deficiencies in the running, security or performance of the Licensed SAP Software and other programs, and in communications between the Licensed SAP Software and other programs ("Deficiencies") caused by Modifications or Add-Ons to the Licensed SAP Software. SAP points out that Add-Ons to and even minor Modifications to the Licensed SAP Software may lead to possibly unpredictable and significant Deficiencies. Such Deficiencies may also arise because an Add-On or Modification not being compatible with later versions of Licensed SAP Software. SAP is entitled to change the SAP Software, APIs, or both, without care for the compatibility of any Modification or Add-On that Licensee uses with any later version of the Licensed SAP Software.

6.3.4 In addition, SAP is neither responsible for Deficiencies caused by Modifications or Add-Ons to the Licensed SAP Software nor obliged to provide remedies under warranty or other obligations in relation to Deficiencies caused by Modifications or Add-Ons to the Licensed SAP Software. SAP is not obliged to provide any contractually agreed SAP maintenance or support services if and to the extent the provision of such SAP maintenance or support is aggravated because of Modifications or Add-Ons to the Licensed SAP Software. SAP recommends that Licensee registers via SAP's registration procedure at <http://support.sap.com/sscr> such Modifications or Add-Ons in order to help SAP to identify the reason for possible support issues.

6.3.5 These Modifications and Add-Ons must be used only together with the Licensed SAP Software and only in accordance with the license to use the Licensed SAP Software granted indirectly via Distributor/Partner and as set forth in this Agreement . SAP retains the right to develop its own Modifications or Add-ons to the SAP Software but SAP is not entitled to copy Licensee's software code. Modifications or Add-Ons must not (and subject to other limitations set forth herein): enable the bypassing or circumventing of any of the restrictions set forth in the indirect license agreement with the Partner and in this Agreement and/or provide Licensee with access to any SAP software products in excess of Licensee's use rights duly obtained nor render or provide any information concerning the SAP Software.

6.3.6 Licensee covenants not to assert against SAP or any member of the SAP Group any rights in any (i) Modifications or Add-Ons, or (ii) other functionality of the SAP Software accessed by such Modifications or Add-Ons.

7. intentionally left blank

8. THIRD PARTY CLAIMS.

If a third party claims that the exercise of the license granted under the contract between Licensee and Partner infringes its rights, Licensee must fully inform SAP in writing without delay. If Licensee ceases to use the Licensed Software to mitigate loss or for other just reason, Licensee must notify the third party that such cessation does not imply any recognition of the claimed infringement.

Licensee will conduct the dispute with the third party both in court and out of court only in consultation and agreement with SAP or authorize SAP to assume sole conduct of the dispute.

9. LIABILITY.

9.1 SAP's liability in contract, tort, and otherwise for loss including but not limited to wasted anticipatory expenditure, is subject to the following provisions:

- (a) In cases of intent, SAP's liability extends to the full loss; in cases of gross negligence, SAP's liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, SAP's liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.
- (b) In other cases: SAP is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this section 9.1 (b) is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Licensee could legitimately rely upon its fulfillment.

Liability in cases under section 9.1 (b) in this section is limited to € 20,000 per incident and limited in total to € 50,000 for all claims arising out of the Agreement.

9.2 Exceptions. Contributory fault and contributory negligence may be claimed. The limits of liability in section 9.1 do not apply to personal injury liability or liability under the German Product Liability Act (Produkthaftungsgesetz).

9.3 Time Bar. For all claims against SAP in contract, tort, or otherwise for loss or wasted anticipatory expenditure the time bar comes into effect after a period of one year. That period begins at the point in time specified in the German Civil Code (BGB), section 199 (1). The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this section do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act.

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, SAPHIRE 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; TRANSFER.

11.1 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, 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 subject to the stipulations of section 278 of the German Civil Code (BGB).

11.2 The following provisions apply where Licensee transfers SAP Software as agreed in the license agreement between Licensee and Partner and as limited by this Agreement: Licensee must entirely cease and desist from its own use of SAP Software and must pass all copies to the recipient of the SAP Software or make them unusable. Licensee must make available to the recipient of the SAP Software the license terms in its license agreement between Licensee and Partner and in this Agreement that apply to the transferred SAP Software. Licensee must without delay notify SAP in writing of the transfer and of the name and address of the recipient of the SAP Software.

12. GENERAL PROVISIONS.

12.1 Retention of data. With regard to business transactions covered by this Agreement, Licensee 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 **Regulatory Matters.** 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 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. End User 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.

Neither SAP nor any other member of the SAP Group assumes any responsibility or liability:

- a) for any delay caused in the delivery and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or parts of any of these due to export or import authorizations or both having to be obtained from the competent authorities;
- b) if any required authorization, approval or other consent for the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or parts of any of these cannot be obtained from the competent authorities;
- c) if the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or parts of any of these is prevented due to applicable Export Laws; and
- 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 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.

12.6 **Governing Law; Limitations Period.** This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement are governed by German law 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 Karlsruhe. 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).

12.7 **Notices.** 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.

12.8 **Force Majeure.** 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.

12.9 **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.

12.10 Amendments. Any modification, amendment or supplement to this Agreement (including this Section 12.10 (Amendments) must be made in writing or in any other documented form for which a process has been provided by SAP.

12.11 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.

12.12 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.

12.13 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.