OEM GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES ("Cloud GTC")

1. DEFINITIONS

Capitalized terms are defined in the Glossary.

2. PROGRAM REQUIREMENTS; USAGE RIGHTS AND RESTRICTIONS

2.1. **Program Requirements**. Subject to Partner's compliance with all Program Requirements at all times during the term of the Agreement, SAP grants to Partner the rights set forth in Section 2.2 below.

2.2. **Grant of Rights**

(a) **Partner Use Rights for Cloud Service**. SAP grants to Partner a non-exclusive, non-transferable, right in the Territory to use the Cloud Service (including its implementation and configuration), in accordance with the Agreement and Documentation, solely to: (i) develop an integration between the Cloud Service and Partner Solution; (ii) demonstrate the Bundled Service to potential Customers; and (iii) provide support of the Bundled Service to Customers. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation. Partner may reproduce and distribute Documentation solely to support permitted use of the Cloud Service.

(b) **Cloud Service Subscription**. SAP grants to Partner, a non-exclusive, non-transferable, right in the Territory to market and resell (1) the Cloud Service (except for the Platform Cloud Service) only in connection with the Partner Solution; and/or (2) the Platform Application running on the Platform Cloud Service to Customers. Partner will provide access of the Cloud Service to Customers only in accordance with the Agreement and the Documentation, including, without limitation, the restrictions listed in Sections 2.3(a), 2.3(b) and 3.1 of this Cloud GTC.

(c) **License to SAP**. Partner grants SAP a worldwide, royalty free, non-exclusive license to (i) use, copy, modify and distribute and access the Platform Application and associated Data; and (ii) copy, reproduce, transmit, display, and distribute Data and Partner-provided marks, names, and logos, in each case, solely to provide and support the Cloud Service.

(d) **Affiliates and Resellers**. SAP grants to Partner a non-exclusive, non-transferable right to authorize Partner's Affiliates and resellers to market and resell subscriptions of the Bundled Service to Customers to the same extent and scope as set forth in Section 2.2(b) above. Partner will ensure that any Affiliate or reseller it authorizes to resell subscription to the Bundled Service does so only in compliance with, and pursuant to written terms no less protective of SAP than the Minimum Terms.

(e) **SAP App Center.** Partner may apply to become a participant of the SAP App Center. Use of the SAP App Center is subject to the terms and conditions of a separate participation agreement.

(f) **Security.** Partner will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Partner will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP.

2.3. **Bundled Service**. Partner may market and resell the Cloud Service only as follows.

(a) **Restricted License.** The Cloud Service may only be used to access data created by the Partner Solution or data processed by the Partner Solution that is necessary to enable the functionalities of the Partner Solution (referred to as a "Restricted License").

(b) **Database Restriction.** Other than communication (including data transfers) via application level APIs between a Cloud Service and software applications running on any third party runtime database acquired from SAP or its Affiliates, or any of its respective resellers or distributors, the Cloud Service will not access, directly or indirectly, in any manner whatsoever, any third party runtime database(s).

2.4. **Authorized Users**. Cloud Service usage is limited to the Usage Metrics and volumes stated in the Order Form or Service Schedule. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service.

(a) **Acceptable Use Policy**. Unless stated otherwise in the Agreement, Partner (or any third-party acting on its behalf) shall not: (a) copy, translate, disassemble, decompile, make derivative works, or reverse-

engineer the Cloud Service or SAP Materials (or attempt any of the foregoing); (b) enter, store or transfer any content or data on or via the Cloud Service that is unlawful or infringes any Intellectual Property Rights, (c) use the Cloud Service or SAP Materials for training, developing, or enhancing machine learning, artificial intelligence models, or similar technologies, except where expressly permitted by SAP; (d) circumvent or endanger the operation or security of the Cloud Service, (e) remove SAP's copyright and authorship notices; (f) use Cloud Services or SAP Materials in a manner that exceeds the rights granted under the Agreement, including for the purpose of developing, commercializing, or making available any product or service that replicates, simulates, or competes with the Cloud Service or any SAP Materials. For the avoidance of doubt, this shall not curtail Partner's right to independently develop their own products or services, provided such development does not rely on Cloud Service or SAP Materials; or (g) make any use of the Cloud Service that violates any applicable local, state, national, international or foreign law or regulation.

2.5. **Suspension of Cloud Service**. SAP may suspend or limit use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. SAP will promptly notify Partner of the suspension or limitation. SAP will limit suspension or limitation in time and scope as reasonably possible under the circumstances.

2.6. **Third Party Web Service**. The Cloud Service may include integrations with web services made available by third parties (other than SAP or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

2.7. **Mobile Access to Cloud Service.** Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement. SAP is not responsible for the content of these third party web services.

2.8. **On-Premise Components**

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Partner. The System Availability SLA does not apply to these components. Partner may only use the on-premise components during the Subscription Term and solely to support permitted use of the Cloud Service.

2.9. **Platform Cloud Service**

(a) Other than the Platform Application, no other software may be uploaded into Platform Cloud Service. Partner is responsible for maintaining compatibility between the Platform Application and the Platform Cloud Service upon upgrades of either component.

(b) Partner will not license, resell, rent, lease or otherwise provide any access to, or benefits of, the Platform Cloud Service to Customer or other third parties, except in connection with the provision of Platform Application to Customers. Use of the Platform Cloud Service by Customers is limited to communications and data exchange between the Platform Application and the Platform Cloud Service via officially supported Platform Cloud Service interfaces. Notwithstanding anything in the Supplement to the contrary, Partner will not grant any rights for Customers to create Platform Applications for use with the Platform Cloud Service.

2.10. **Delegation.** Partner may delegate the performance of the Partner's duties to suitably qualified personnel of an Affiliate. Notwithstanding such delegation by the Partner of its duties, Partner will remain directly accountable to SAP. Partner's Affiliate will not be entitled to hold itself out to be an authorized SAP partner or having any other direct relationship to SAP.

3. MINIMUM TERMS; ENFORCEMENT OF RIGHTS

3.1. **Minimum Terms.** Each Customer having accessed to the Cloud Service must have executed an End User Agreement. The End User Agreement must be binding on Customers under applicable laws and regulations in the country in which Partner is providing access to the Bundled Service. The End User Agreement must contain terms not materially less protective of SAP than the Agreement including without limitation the terms required under this Section 3.1, the applicable Order Form, and the Supplement. The Minimum Terms will

include Partner's rights to perform audits on Customer's usage of the SAP Materials. Partner will not make any representations or warranties regarding the functionality or performance of the SAP Solution that conflict with the Agreement. The End User Agreement for Cloud Service will grant SAP and its Affiliates and subcontractors a non-exclusive right to process and use Data to provide and support the Cloud Service as set forth in the Agreement.

3.2. **Enforcement of Rights.** If any third party is accessing, marketing or, selling, the Cloud Service without authorization, Partner will cooperate with SAP in enforcement and protection of SAP's rights. At the request of SAP, Partner will temporarily stop selling the Cloud Service to any such third party unless and until such unauthorized activity is resolved to SAP's satisfaction.

4. MODIFICATIONS

4.1. **Scope**. As the Cloud Service evolves, SAP may improve or modify the Cloud Service (including support services, maintenance windows and major upgrade windows). This includes the option to remove functionality from the Cloud Service where SAP either provides a functional equivalent or where this does not materially reduce key functionality of the Cloud Service. Functionality beyond the initial scope of the Cloud Service may be subject to additional terms and use of such additional functionality shall be subject to those terms.

4.2. **Modification Notices**. SAP shall inform Partner of modifications to the Cloud Service with an adequate period in advance. SAP shall provide Partner one month's advance notice before changing its maintenance and major upgrade windows and support services.

4.3. **Notice Period.** Where in justified cases SAP removes functionality from the Cloud Service without providing a functional equivalent, SAP shall provide Partner six months' advance notice.

4.4. **Partner Termination**. If a modification materially degrades the overall functionality of the affected Cloud Service, Partner may terminate its subscription to the affected Cloud Service by providing written notice to SAP within one month of SAP's applicable notice. If SAP does not receive timely notice, Partner is deemed to have accepted the modification.

5. ORDERS, PAYMENT AND TAXES

5.1. **Independent Pricing.** Partner will independently establish the subscription price of the Bundled Service for its Customers.

5.2. **Order.** Partner will submit an Order Form or Service Schedule to order any subscription for a Cloud Service. The Order Form or Service Schedule will include such information as required by SAP for Cloud Service subscriptions. Partner will order Cloud Service from SAP using and filling out completely such forms and minimum order requirements as SAP may prescribe from time to time and must comply with any then-current order process for the specific Cloud Service. Where applicable, Partner agrees to use the electronic means provided by SAP for placing orders.

5.3. **Rejection or Suspension of Order.** SAP reserves the right to reject an Order Form or Service Schedule in its sole and reasonable discretion, if Partner is in violation of this Cloud GTC or the Agreement. If Partner fails to make its payment on the due date, and in addition to any other available remedies, SAP may suspend Partner's rights under the Agreement, until payment is made. Partner cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term, regardless of any termination, nonpayment, or other conduct of its Customer. All orders under any Order Form or Service Schedule are non-cancellable and fees are non-refundable.

5.4. **Taxes**. Partner and SAP will comply with all applicable tax laws and regulations. All amounts payable by Partner to SAP do not include, service, use, property, excise, service, customs duties, value added or similar transaction taxes ("Tax(es)") now or hereafter levied. Partner will bear such taxes with the exception of income or corporation taxes attributable to SAP. If Partner is required to withhold income or corporation tax or a similar tax from any payment to SAP under this Agreement, Partner will be entitled to withhold or deduct such tax from the gross amount to be paid. However, Partner will reduce any such withholding tax payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Partner will in the case of any withholding of tax provide SAP a receipt from the relevant authority to which such withholding tax has been paid and all other information and documents in order to enable SAP to apply for a tax credit against

its income tax. Should the Partner fail to furnish SAP such receipt within a reasonable period, Partner will be liable to pay SAP the amount so deducted upon demand.

5.5. **Payment; Currency.** Any fees not paid when due shall accrue interest at the maximum legal rate. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order. Partner will pay the currency as stated in the Order Form or Service Schedule. The exchange rate for currency conversion will be based on the official fixing of the European Central bank at the date of invoice.

5.6. **Switching Right**

This Section applies to Cloud Services where all of the following conditions are met:

(a) Partner's address as set forth in the Agreement is located in the European Union;

(b) Partner submitted an order for subscription of such Cloud Services under an Ordering Document executed on or after September 1st, 2025; and

(c) SAP identifies such Cloud Services as "Public Cloud" Cloud Services on https://www.sap.com/eu-data-act,

(d) Partner may exercise the Switching Right (as defined below) for such Cloud Services subscribed to by Partner only if Partner is exercising the Switching Right under all Ordering Documents for all Customers, and it notifies SAP in accordance with this Section of its intention to do so.

For purposes of this Section 5.6, "Ordering Documents" means any ordering documents, such as order forms, addendums, order schedules, where Partner places an order for subscription of Cloud Services.

Under these conditions, Partner may exercise the switching right granted by EU Regulation 2023/2854 (the "Data Act"), in accordance with Sections **Error! Reference source not found.** to 5.6.3 (the "Switching Right").

5.6.1. Switching Procedure

To initiate a switch under the Data Act, Partner and SAP will follow the procedure outlined below:

(a) Partner shall give SAP 2 months' advance written notice of the Cloud Service(s) that Partner wishes to switch to an alternative data processing service provider covering the same cloud service type, an on-premise ICT infrastructure or erase its exportable data and digital assets ("Switched Service(s)");

(b) The switching period will begin on the date following the end of the notice period and will end 30 days thereafter ("Switching End Date"). Upon 1 month's written notice to SAP, Partner may postpone the Switching End Date in accordance with the Data Act;

(c) SAP will terminate the Switched Service(s) on the Switching End Date and provide notice of the same;

(d) Partner shall pay SAP 60% of the fees due for the Switched Service(s) under the respective Ordering Document(s) for the period from the Switching End Date to the end of the Subscription Term; and

(e) Where Partner does not exercise the Switching Right for all the Cloud Services listed in all the Ordering Documents, the parties will enter into an addendum to adjust the pricing for any Cloud Services that continue ("Continuing Services"), in accordance with Section 5.6.2 below.

5.6.2. Fee Adjustment for Continuing Services

(a) The then-current fees for the Continuing Services will be increased by the Increase Percentage. "Increase Percentage" will be calculated as follows:

Increase Percentage = 40% x (Total Fee for the Switched Services / Total Net Fee as defined in the applicable Ordering Document).

(b) Any fee adjustment shall apply from the Switching End Date and shall not exceed SAP's then current list price for the Continuing Services.

(c) This Section 5.6.2 shall not apply to any fees charged on a revenue share basis.

5.6.3. Exclusions

Notwithstanding anything to the contrary, Partner is not eligible to exercise this Switching Right:

(a) For Cloud Services initially subscribed to prior to September 1st, 2025, where an Ordering Document executed after that date functions to restate or modify the Usage Metric / Volume of the Cloud Service subscribed by Partner for its Customers;

(b) to partially terminate a Cloud Service; For clarity, Partner cannot terminate a Cloud Service under one Ordering Document for one Customer and select to maintain such Cloud Service for other Customers;

(c) if the Data Act is repealed, in which case the Switching Right will no longer apply;

(d) during any period in which the Data Act is suspended or its application delayed, in which case the Switching Right shall be unavailable for the duration of such delay or suspension; or

(e) in the event the Data Act is amended in a manner that removes or materially limits Partner's right to switch, in which case the Switching Right shall cease to apply to all Ordering Documents under this Agreement.

6. AUDIT

6.1. **Audit.** SAP and Partner agree to the following audit terms:

(a) SAP shall have the right to once annually conduct an audit to verify the compliance of (i) Partner, and/or (ii) any of its Affiliates involved in the performance of obligations under any part of the Agreement, with the terms of the Agreement, in particular Partner´s compliance obligations as set forth in Section 12 below. Notwithstanding foregoing, in the event SAP reasonably believes that a breach of the terms of this Agreement, in particular the compliance obligations set forth in Section 12 below, has occurred or will most likely occur, SAP shall have the right to perform an audit.

(b) The audit will be conducted by SAP or its nominated independent expert. By choosing the expert, SAP will take into account Partner's legitimate business interests. SAP will bear the costs of the audit unless the expert establishes a breach by the Partner in which case Partner must bear the costs.

(c) SAP will provide one (1) week advance notice of an audit unless a) SAP reasonably believes that evidence to be reviewed will be compromised or b) required by investigating authorities.

(d) The audit will take place during normal business hours and SAP will instruct its expert to conduct the audit in such a manner that it will not unreasonably interfere with Partner's business operations.

(e) Partner must make full disclosure to the expert, and ensure that (i) Partner and its Affiliates involved in the performance of obligations under any part of this Agreement and any of (ii) Partner's Representatives cooperate fully and provide information, grant viewing access to all necessary and useful documents and permit the making of copies of them. Financial records that relate to the subject matter of the audit must be readily available for inspection during audits by SAP or its expert. Partner also agrees to make its employees, officers, and directors involved in the performance of obligations under this Agreement available for meetings and interviews with SAP and/or its expert for the audit. Partner agrees to provide appropriate workspace for the expert.

(f) The expert will be bound in writing to confidentiality for the benefit of SAP and the Partner. The expert will undertake not to disclose information to SAP, except for the purpose of providing a report of the audit and, in case of a breach of any part of this Agreement, any information establishing such a breach.

(g) Partner's Confidential Information disclosed during the audit will not be used by SAP for any purpose other than to verify and prove if a breach of any part of this Agreement has occurred.

(h) Partner must include audit terms with its agreements with any third party used by Partner in connection with its sales and marketing activities under this Agreement (hereinafter "Intermediary/ies") which are materially as protective as the terms in this Section 6. Furthermore, Partner must make SAP a third-party beneficiary to such audit terms with the right to enforce such provisions directly against the Intermediary at SAP´s sole discretion. Partner will use best commercially reasonable efforts to cooperate with SAP in enforcement of the audit terms in its agreements with any such third party.

(i) SAP reserves the right to suspend new business with the Partner in the event of a lack of reasonable and/or timely cooperation by Partner and its representatives in case of an audit. Furthermore, SAP may terminate the Agreement in accordance with Section 10.2(a) (Termination) below in case Partner does not cooperate with SAP during an audit as outlined in this Section 6.

(j) Partner will monitor Partner's and if applicable, its Customer's, use and license or subscription of the SAP Solution and report any use in excess of the permitted volume. SAP may monitor use to verify compliance

with Usage Metrics, volume and the Agreement. Partner will pay applicable fees for any usage in excess of the Usage Metrics.

7. SUPPORT

7.1. **Support.** Support for the Cloud Service will be provided by SAP to Partner as described in the SAP PartnerEdge Build Cloud Support Schedule. Partner will provide support to Customers and resellers of the Cloud Service.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

8.1. **SAP Ownership.** SAP and its Affiliates, or licensors own all Intellectual Property Rights in and derivative works of the Cloud Service, SAP Materials, Documentation, design contributions, related knowledge or processes, and any derivative works of them conceived or created by SAP (collectively, "SAP IP"). All rights to the SAP IP not expressly granted to Partner are reserved by SAP, its Affiliates and its licensors. Partner will not remove, delete or alter any Intellectual Property Rights notices appearing on the SAP Materials.

8.2. **Partner Ownership.** Subject to SAP's underlying Intellectual Property Rights as described in Section 8.1, Partner owns all Intellectual Property Rights in and related to the Partner Solution, design contributions, related knowledge or processes, and any derivative works of them conceived or created by Partner ("Partner IP"). All rights to the Partner IP not expressly granted to SAP are reserved by Partner.

8.3. **Execution of Documents.** Partner will execute such documentation and take such other steps as is reasonably necessary to secure SAP or its Affiliate's title over such rights.

8.4. **SAP Partner Logo; Trademarks**

(a) Subject to Partner's compliance with the Program Requirements, SAP grants to Partner a revocable, nonexclusive, non-sublicensable, non-transferable license to use the SAP partner logo ("**SAP Partner Logo**") as set forth in the SAP PartnerEdge Branding and Logo Usage Guideline for Partners (the "**Guidelines**"). No other license to any other Trademark is provided by SAP under this Agreement. Upon SAP's request, Partner will provide sample uses of the SAP Partner Logo.

(b) Use of the SAP Partner Logo must conform to the Guidelines or such other SAP trademark use requirements that SAP may provide. Partner will not use any Trademark, in whole or in part, as part of any Partner mark, name, logo, and/or domain name.

(c) Partner agrees not to register any Trademark (in whole or in part), or any mark confusingly similar to a Trademark. Partner will not contest the validity of the SAP Partner Logo. Partner will reasonably cooperate with SAP, at SAP's expense, in the defense and protection of the SAP Partner Logo. Partner acknowledges the value of the goodwill in the Trademarks, including the SAP Partner Logo, and that SAP is the exclusive beneficiary of such goodwill.

(d) Partner will not rebrand the Cloud Service under its own marks, names or logos without SAP's prior written consent.

8.5. **Confidential Information**

(a) Definition of Confidential Information. As used herein, "Confidential Information" means all information which disclosing party protects against unrestricted disclosure to others, furnished by the disclosing party or its representatives to the receiving party or its representatives in writing or in other tangible form that the disclosing Party or its representatives designates as confidential and/or proprietary at the time of disclosure.

(b) Handling of Confidential Information. Where the Confidential Information has not been reduced to written or other tangible form at the time of disclosure, and such disclosure is made orally or visually, the disclosing party agrees to identify it as confidential or proprietary at the time of disclosure and to summarize the Confidential Information in writing and deliver such summary within thirty (30) calendar days of such oral or visual disclosure. Any disclosures not reduced to written or other tangible form at the time of disclosure, and which were disclosed prior to the Effective Date of this Agreement may be reduced into writing within thirty (30) calendar days of the Effective Date of this Agreement.

(c) Additional Provisions. 1) Neither party shall identify information as confidential or proprietary that is not in good faith believed to be confidential or proprietary. 2) The Parties will notify each other within 90 days

from disclosure if they discover that any trade secret or other confidential information has been unintentionally or accidentally disclosed. Upon any such notice, the parties will work in good faith to so mark the disclosed information as confidential.

(d) Use of Confidential Information. The receiving party will:

(i) Maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, and which shall not be less than a reasonable standard of care;

(ii) not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section 8.5.

(iii) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement;

(iv) Retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions;

Partner shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other related facts to any third party. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 8.5.

(e) **Compelled Disclosure.** The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

(f) **Exceptions**. The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that: (i) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (ii) has become generally known or available to the public through no act or omission by the receiving party, (iii) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or (iv) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information, or (v) the disclosing party agrees in writing is free of confidentiality restrictions.

(g) **Publicity.** Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Partner agrees that SAP may use Partner's name in customer or partner listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Partner agrees that SAP may share information on Partner with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Partner employee contact information with SAP SE and its Affiliates.

(h) **Destruction and Return of Confidential Information.** Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it. The obligation to destroy or return Confidential Information shall not apply:

(i) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;

(ii) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies; or

(iii) to Confidential Information the receiving party is legally entitled or required to retain.

(i) **Feedback.** Partner may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in its sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

8.6. **Residuals.** Nothing in this Agreement shall prohibit or restrict either party's right to develop, make, use, market, license or distribute products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it shall not thereby breach this Agreement. Each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information. Further, either party shall be free to use for any purpose the Residuals resulting from access to or work with Confidential Information disclosed hereunder. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals

9. THIRD PARTY CLAIMS

9.1. Claims Brought Against Partner.

(a) SAP will defend Partner against claims brought against Partner and its Affiliates by a third party owner of intellectual property alleging that Partner's use and resell of the Cloud Service in the Territory in accordance with the Documentation and the terms and conditions of the Agreement constitutes a direct infringement or misappropriation of a third party's patent claim, copyright, or trade secret right. SAP will pay Partner damages finally awarded against Partner (or the amount of any settlement SAP enters into) with respect to these claims.

(b) SAP's obligations under Section 9.1(a) will not apply if the claim results from (i) Partner's breach of the Agreement, (ii) use of the Cloud Service in combination with any product or service not provided by SAP, (iii) use of the Cloud Service provided for no fee; or (iv) Partner's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Partner's failure to provide or delay in providing such notice.

(c) If a third party makes a claim or in SAP's reasonable opinion is likely to make such a claim, SAP may, at its sole option and expense, (i) procure for Partner the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Partner may terminate Partner's subscription to the affected Cloud Service upon written notice to the other.

(d) SAP expressly reserves the right to cease such defense of any claim(s) if the applicable Cloud Service is no longer alleged to infringe or misappropriate the third party's rights.

9.2. **Claims Brought Against SAP**. Partner will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to the items set forth in Sections 9.2(a) through (d). Partner will pay SAP damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Partner enters into) with respect to these claims.

(a) the Data;

(b) Taxes (other than its income and payroll taxes) and related costs paid or payable by SAP attributable to those Taxes;

(c) Partner or its Affiliates' breach of Sections 2.3, 3.1, 11, and 12 this Cloud GTC; and

(d) a claim that (i) Partner Solution infringes, misappropriates or violates any patent, copyright or trademark of any third party, (ii) Partner's combining (or its authorizing others to combine) the Cloud Service with any products or service not provided by SAP, or (iii) Partner's use or resell of the Cloud Service in violation of the Agreement, infringes, misappropriates or violates any patent, copyright or trade secrets of any third party.

9.3. Third Party Claim Procedure.

(a) The party against whom a third party claim is brought (the "Named Party") will timely notify the other party (the "Defending Party") in writing of any claim. The Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party.

(b) The Defending Party will have the right to fully control the defense.

(c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the Named Party.

9.4. **Exclusive Remedy**

The provisions of Section 9 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party Intellectual Property Rights.

10. TERM AND TERMINATION

10.1. **Term.** The term of the Agreement is as stated in the Order Form. The Agreement may be extended only upon mutual agreement of the parties in writing.

10.2. **Termination.**

(a) A party may terminate the Agreement: (i) upon thirty days written notice of the other party's material breach of the Agreement, unless the breach is cured during such thirty day period; (ii) as permitted under Section 4.4, 9.1(c), 14.3(b) or 14.4(c) (with termination effective thirty days after receipt of notice in each of these cases), or (iii) immediately if (x) the other party files a petition for winding up, becomes insolvent, or makes an assignment for the benefit of creditors, or an event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an equivalent effect to any of the foregoing, or the other party otherwise materially breaches Sections 8.5 or 16.5. or (y) Partner fails to comply with information requests required by SAP to carry out due diligence checks and any subsequent due diligence renewal requests and/or audits, or (2) meet SAP's partner due diligence requirements.

(b) SAP may terminate the Agreement with 30-day notice if Partner does not comply with the Program Requirements.

10.3. **Wind-Down**.

If this Agreement is terminated other than due to a termination by SAP under Section 10.2 and so long as Partner continues to comply with the terms and conditions of the Agreement, those Cloud Service subscriptions that were still valid at the point in time when the Agreement is terminated will not automatically terminate but will remain in place and SAP will grant Partner a wind-down period of up to: (i) 1 year if the Subscription Period is six months or less; and (ii) 3 years if the Subscription Period is more than six months, each from the expiration date of the Agreement ("Wind-Down Period"). During the Wind-Down period, the Agreement will continue except as set out below:

a) The Subscription Term of a Cloud Service will not extend automatically if the renewal term for such Cloud Service would end later than the Wind-Down Period; and

b) Partner may order an increase to a Usage Metric for those Cloud Services that were still valid upon the termination date of the Agreement but may not execute any new Order Form or Cloud Service Schedule for Cloud Service.

10.4. **Refund and Payments**. For termination by Partner or termination under Sections 9.1(c), Partner will be entitled to:

(a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination (unless such refund is prohibited by Export Regulations), and

(b) a release from the obligation to pay fees due for periods after the effective date of termination.

10.5. **Termination for Breach.** If the Agreement is terminated due to Partner's breach, then SAP may elect for the Agreement to continue as described in Section 10.3 above or may terminate the Agreement without any Wind-Down Period, or just the applicable Order Form or Service Schedule. Termination of the Agreement or any applicable Order Form or Service Schedule will not relieve Partner of its outstanding payment obligations.

10.6. **Effect of Expiration or Termination**. Upon termination of the Agreement or, if applicable, after the expiration of the Wind-down Period,

(a) Partner will cease marketing, selling or providing access to the Bundled Service or SAP Materials to any third party, including renewing any subscription-based service agreements with existing Customers;

(b) Partner's right to use the Cloud Service and all Confidential Information, or identify itself as an SAP partner will end;

(c) Confidential Information of the disclosing party will be retained, returned or destroyed as required by the Agreement or applicable law; and

(d) The parties agree that communications to Customers and any publications/press releases regarding such termination will be mutually agreed upon, in writing, prior to distribution.

10.7. **Survival**. Sections 1, 5.4-5.5, 6, 8.1- 8.3, 8.4(c), 8.5-8.6, 9, 10.3-10.7, 11, 12, 14.6, 15.1-15.4 and 16-17 will survive the expiration or termination of the Agreement.

11. IMPORT AND EXPORT CONTROLS

11.1. Export Compliance.

(a) SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany ("Export Regulations"). Partner will not submit SAP Confidential Information to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws. Partner will take all precautions to ensure that any permitted distributor, reseller and Customer complies with the Export Regulations.

(b) Export Assistance. Partner will support SAP in obtaining any required export and import authorization and/or approval by providing such information as requested by SAP. The availability of the Cloud Service and SAP Materials may require prior export and/or import authorizations and this process may delay or prevent the delivery of Cloud Service or SAP Materials, including support services. This section also applies to any Cloud Service or support services that SAP delivers to the Customer directly.

(c) Required Authorization. It is Partner's sole responsibility to obtain any required authorization and/or approval from the competent authorities to comply with any applicable Export Regulations with respect to the Bundled Service.

12. PARTNER'S COMPLIANCE OBLIGATIONS

12.1. Compliance Obligations. Partner will conduct operations in compliance with applicable laws, rules and regulations in exercising its rights and obligations under this Agreement. Laws may include but not be limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and local anticorruption legislation that may apply. Partner undertakes that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, or other unlawful or improper means of influencing or obtaining business. Partner agrees that such payment of money, kickback, or anything of value shall be deemed a material breach for purposes of this Agreement. Partner will comply with SAP's Partner Code of Conduct, or its own code of conduct if comparable standards are established. Partner confirms that it is not listed by any government agency as debarred, suspended, or proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

12.2. Business Entertainment. Business entertainment conducted for the fulfilment of this Agreement must be appropriate, transparent, compliant with policies of the guest's company, and absent of any appearance of an attempt to influence business decisions.

12.3. Delegation. Partner may not assign, delegate, subcontract its obligations under this Agreement to any third party, unless expressly permitted under the Agreement or with express permission from SAP. Partner shall require all subcontractors to agree to terms substantially similar to this Section 12 in writing.

12.4. Representation. Partner is solely responsible for making accurate and complete representations in seeking SAP's consent for any transferal or subcontracting under this Agreement. In no event shall Partner sell, resell, license, sublicense, distribute, make available, rent or lease or otherwise commercially exploit to any other third party the products and services procured from SAP for a named Customer, unless expressly permitted under the Agreement.

12.5. Conflicts of Interest. SAP expects Partner to prevent any conflict of interest and to maintain a policy to identify and disclose potential conflicts. Partner must inform SAP's Office of Ethics and Compliance without undue delay if Partner becomes aware of any conflict of interest, or the appearance thereof. The term "conflict of interest" describes any circumstance that could cast doubt on the Partner's ability to act with objectivity regarding the rights and obligations under this Agreement.

12.6. Covered Individual. Partner affirms that none of its owners, directors, employees, and to its knowledge, third parties involved in the performance of this Agreement is a Politically Exposed Person or Government Official or a Close Family Member of a Government Official (all "Covered Individual"), (i) with the ability, or appearance of ability, to influence the performance of this Agreement or (ii) who will derive any substantial financial benefit in the contractual relationship established by this Agreement. If any of Partner's owners, directors, employees and, to its knowledge, third parties involved in the performance of this Agreement is such a Covered Individual, Partner affirms that it will disclose and fully describe any such relationship in writing to SAP and obtain from SAP written acknowledgement of such disclosure

13. DATA, PERSONAL DATA AND ACCESS TO DATA

(a) As between the parties to this Agreement, Partner retains all rights in and related to the Data. SAP may use Partner-provided trademarks solely to provide and support the Cloud Service and for the purposes of this Agreement. Partner shall be responsible for the Data and entering it into the Cloud Service. Partner grants to SAP (including SAP SE, its Affiliates and subcontractors) a non-exclusive right to process and use Data to provide and support the Cloud Service and as set out in the Agreement.

(b) Partner will collect and maintain all personal data contained in the Data in compliance with applicable data privacy and protection laws.

(c) During the Subscription Term, Partner can access the Data at any time. Partner may export and retrieve the Data in a standard format, Export and retrieval may be subject to technical limitations, in which case SAP and Partner will find a reasonable method to allow Partner access to the Data.

(d) Before the Subscription Term expires, Partner may use SAP's self-service export tools (as available) to perform a final export of Data from the Cloud Service.

(e) . SAP will delete the Data remaining on servers hosting the Cloud Service within 120 days from termination or expiration of the Subscription Term unless retention is permitted under the Agreement or required by applicable law. Retained data is subject to the confidentiality provisions of the Agreement.

(f) SAP will provide limited access to the Cloud Service for no more than 1 month past termination or expiry of the Subscription Term, strictly as needed for Partner to export Data ("Retrieval Period"). The Retrieval Period is subject to the following:

i. Partner agrees that even if access is not technically limited to exporting Data, Partner shall not utilize the Cloud Service for any other purpose during the Retrieval Period;

ii. If Partner uses the Cloud Service for anything other than exporting Data during the Retrieval Period, Partner agrees to pay SAP's then-current prorated price list rates for the entire Retrieval Period; and

iii. Partner's access during the Retrieval Period shall continue to be governed by its obligations under the Agreement.

(g) In the event of third party legal proceedings relating to the Data, SAP will cooperate with Partner and its Customers and comply with applicable law (both at Partner's expense) with respect to handling of the Data.

14. WARRANTIES AND DISCLAIMER

14.1. **Compliance with Law**. Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

(a) in case of SAP, the operation of SAP's business as it relates to the Cloud Service, and

(b) in case of Partner and its Customers, the Data and its use of the Cloud Service.

14.2. **Good Industry Practices**. SAP warrants that it will provide the Cloud Service:

(a) in substantial conformance with the Documentation; and

(b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

14.3. **Remedy**. Partner's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 14.2 will be:

(a) the re-performance of the deficient Cloud Service, and

(b) if SAP fails to re-perform, Partner may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of SAP's failure to re-perform.

The remedies set forth in this Section 14.3 are conditioned upon Partner notifying SAP in writing with a specific description of the Cloud Service's nonconformance within the warranty period and SAP validating the existence of such nonconformance.

14.4. **System Availability**

(a) SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").

(b) Partner's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Partner will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Partner may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

(c) In the event SAP fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of least 95% for one calendar month, Partner may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within thirty days after the failure.

14.5. **Warranty Exclusions**. The warranties in Sections 14.2 and 14.4 will not apply if:

(a) The Cloud Service is not used in accordance with the Agreement or Documentation,

(b) any non-conformity is caused by Partner or its Customers, or by any product or service not provided by SAP, or

(c) the Cloud Service was provided for no fee.

14.6. **Disclaimer**. Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, and SAP and its subcontractors disclaim all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in this Agreement, neither SAP nor its subcontractors make any representations, warranties, terms, conditions or statements of non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Partner agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

14.7. **Partner Representation.** Partner will not make any representations or warranties as to the performance of the Cloud Services or other services on behalf of SAP or otherwise make commitments on behalf of SAP. Partner represents and warrants that it has and will maintain sufficient facilities and adequate capital, resources, and personnel to market and support the Bundled Service and to perform its obligations under this Agreement.

15. LIMITATION OF LIABILITY

15.1. **No Cap on Liability**. Neither party's liability is capped for damages resulting from:

(a) Partner's obligations under Section 9.2 of this Cloud GTC;

(b) death or bodily injury arising from either party's negligence or willful misconduct;

(c) Partner's unauthorized use, license or resell of any Cloud Service or SAP Materials and/or any failure by Partner to pay any fees due under the Agreement;

(d) Partner's breach of the Customer and resellers' licensing requirements set forth in this Agreement, including the Minimum Terms;

(e) fraud or fraudulent misrepresentation;

(f) breach of the obligations imposed by s. 12 of the Irish Sale of Goods Act, 1893 (as amended by the Sale of Goods and Supply of Services Act, 1980); and

(g) any other liability which cannot be excluded or limited by applicable law.

15.2. **Liability Cap.** Except as set forth in Section 15.1 above, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement), the maximum aggregate liability of either party (or its parent, respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any 12 month period will not exceed the annual subscription fees paid for the applicable Cloud Service associated with the damages for that 12 month period. Any "12 month period" commences on the Subscription Term start date or any of its yearly anniversaries.

15.3. **Exclusion of Damages**

(a) Regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement), under no circumstances shall either party (or their respective Affiliates or SAP's subcontractors) be liable to the other party or any third party for any loss or damage (whether or not the other party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is (i) consequential, indirect, exemplary, special or punitive; or (ii) for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, loss resulting from work stoppage, or loss of revenue or anticipated savings, whether any such loss or damage is direct or indirect, and

(b) SAP will not be liable for any damages caused by any Cloud Service provided for no fee.

15.4. **Risk Allocation.** The Agreement allocates the risks between SAP and Partner. The fees for the Cloud Service reflect this allocation of risk and limitations of liability. It is expressly understood and agreed that each provision of this Cloud GTC which provides for a limitation of liability, disclaimer or warranties or exclusion of damage is intended by the parties to be severable and independent of any other provision and to be enforced as such.

16. MISCELLANEOUS

16.1. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

16.2. **Waivers**. A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

16.3. **Counterparts; Electronic Signature.** The Agreement may be signed in counterparts, each of which is an original and together constitute one Agreement. Electronic signatures via DocuSign or any other form as determined by SAP are deemed original signatures.

16.4. **Notices**. All notices will be in writing and given when delivered to the address set forth in an Order Form. Notices made by SAP to Partner may be in the form of an electronic notice to Partner's authorized representative or administrator. SAP may provide notice of modifications to the Cloud Service under Section 4 via Documentation, release notes or publication. System notifications and information from SAP relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, or made available via the SAP Support Portal.

16.5. **Assignment**. Without SAP's prior written consent, Partner may not assign, delegate or otherwise transfer the Agreement (or any of its rights or obligations) to any party. A Change of Control of Partner will be deemed an assignment of this Agreement. Partner will provide to SAP written notice at least sixty (60) days prior to any proposed assignment or transfer. Any attempted assignment or transfer of this Agreement in violation of this Section is void. SAP may assign the Agreement to SAP SE or any of its Affiliates.

16.6. **Subcontracting.** SAP may subcontract parts of the Cloud Service or Consulting Services to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

16.7. **Relationship of the Parties**. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

16.8. **Force Majeure.** Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

16.9. **Entire Agreement**. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Partner in connection with the parties' business relationship related to the subject matter of the Agreement and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representation, discussion, collateral contract or other assurance except those expressly set out in the Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion, collateral contract or other assurance. The Agreement may be modified solely in writing signed by both parties, except as permitted under the Agreement. Terms and conditions of any Partner-issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

16.10. **Non-Exclusivity.** This is a non-exclusive relationship. Each party may have similar agreements with others.

16.11. **Governing Law.** This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be construed, and the legal relations between the parties hereto will be determined, in accordance with the laws of Ireland. In the event of any conflicts between foreign law, rules, and regulations, and Irish law, rules, and regulations, Irish law, rules, and regulations will prevail and govern. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is Ireland. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

16.12. **Records.** Partner will maintain accurate and transparent books, records and accounts in accordance with record retention policies sufficient to accurately account for transactions and to demonstrate compliance with applicable laws and regulations. Financial books, records, and statements shall be kept in reasonable detail, accuracy and fairly reflect the disposition of assets and transactions. The contents of the books and records and related supporting documentation should be sufficient such that a third party could assess the business purpose of the transaction, including (as applicable) the identification of any third parties involved. Partner must accurately document all transactions related to this Agreement and prevent side agreements contradicting the terms of the Agreement and the commitments made by Partner towards SAP, whether oral or written. Where Partner becomes aware of any such side commitments, Partner must promptly notify SAP of such commitments in writing.

17. SPECIAL DISCOUNT

17.1. Partner understands that the pricing provided in the Order Form or Service Schedule may deviate from SAP standard partner discount and pricing and may therefore be equivalent to a Special Discount on SAP's standard pricing ("Special Discount"). SAP's decision to offer a Special Discount is based on the truth, accuracy and completeness of the information and documents provided by Partner such as Partner's solution, its business and commercial models (the "Special Discount Information"). Partner confirms that it has provided accurate and truthful Special Discount Information and documents to SAP.

17.2. SAP may audit the Special Discount Information in accordance with the terms of Section 6 of the Cloud GTCs. Upon SAP's request, Partner will promptly provide SAP or the expert with all relevant documentation to enable SAP to verify that the Special Discount Information was truthful and accurate. Such information may include but shall not be limited to the solution architecture and offers, invoices, payment, contracts, and purchase orders by and between Partner and Customer. The documentation shall enable SAP or the expert to determine the quantity of SAP licenses in the Bundled Solution licensed to the Customer.

17.3. In its contracts with Intermediary of the Bundled Service, Partner must require any Intermediary to adhere to the same obligations relevant to Special Discounts as outlined in Sections 17.1 and 17.2 above. SAP must be named a third-party beneficiary to such terms in a contract between Partner and any Intermediaries with the right to enforce such terms itself and independently from Partner against an Intermediary.

17.4. In any case where Partner is unable to provide the requested documentation because of confidentiality obligations owed to a Customer or other applicable laws, including but not limited to relevant competition laws, whether arising by written contract or applicable law, Partner will promptly provide SAP with written evidence

not subject to those obligations. In addition, Partner will promptly and in writing seek the Customer's consent to waive confidentiality restrictions to permit SAP to conduct its audit as intended. Should the Customer refuse to grant that consent, Partner will i) provide SAP with a copy of the waiver request and written proof of that refusal, and ii) identify appropriate contacts at the Customer with whom SAP may elect to discuss the refusal.

18. CHANGES TO TERMS.

18.1. Price List.

SAP reserves the right to change the Price List without prior written notice. Any change to the Price List will become effective on the date indicated in the Price List or if no such date is indicated, upon the earliest of (i) it being published on SAP's partner-dedicated website or (ii) it otherwise being provided by SAP or its Affiliates to the Partner. The Price List that was effective when Partner places a correctly filled-out order for the relevant Software with SAP will apply. Existing quotes provided by SAP to Partner will be honored for the time that the quote is valid or in case the quote does not contain a validity date for the time during which the quote can reasonably be expected to be accepted.

18.2. Program Guide.

SAP reserves the right to change any or all parts of the SAP PartnerEdge Program Independent Software Vendor OEM Program Guide ("OEM Program Guide"), Branding Guide, and any other guide applicable to the SAP PartnerEdge Build or OEM program as may be reasonably required and consistent with SAP's practices.

18.3. Notice.

SAP will give Partner at least:

(a) if Partner is located in EMEA or APJ, three months; and

(b) if Partner is located in North America or Latin America, sixty days,

prior notice in writing or in any other documented form of changes to the items listed in this Section 17.2.

Unless otherwise stated in the notice, the notice will become effective:

(i) if Partner is located in EMEA or APJ, three months; and

(ii) if Partner is located in North America or Latin America, after sixty-days ("Change Period").

If the justified interest of Partner is negatively affected by the changes, Partner is entitled to terminate the affected part of the Agreement with effect to the expiration of the applicable Change Period. If Partner does not terminate within the applicable Change Period, the changes are deemed to be accepted by Partner.

18.4. Any change that SAP reasonably believes to be beneficial to Partner may, at SAP's discretion, become effective upon notice by SAP. Such changes include, but are not limited to, increased discounts, promotions and program enhancements. Should Partner believe a change not to be beneficial, Partner must notify SAP in writing within five days of receipt of such notice that Partner does not agree with SAP's assumption and state the reasons why the change would not be beneficial to Partner. In such case, Section 17.3 above applies.

18.5. Discontinuation. SAP may elect to discontinue the distribution of any SAP Solution and to cancel any or all orders for the discontinued SAP Solution without liability to partner. However, SAP will return any fee prepaid by Partner for the discontinued SAP Solution, including, without limitation, prepaid fee for discontinued Cloud Service, SAP Support, Subscription Service and/or other services, in each case less an appropriate amount covering the period from the effective date of the subscription service until the effective discontinuation date.

Glossary

1.1 **"Affiliate"** of a party means any legal entity in which SAP or Partner or Customer, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2 **"Agreement"** means an Order Form, documents incorporated into an Order Form and Service Schedule(s).

1.3 **"APIs**" means SAP application programming interface and accompanying or related Documentation, source code, tools, executable applications, libraries, subroutines, widgets and other materials made available by SAP or through SAP tools or SAP Software Development Kit (and all derivative works or modifications thereof) to Partner that allow Partner to integrate the Partner Solution with the Cloud Service, including any access code, authentication keys or similar mechanisms to enable access of the APIs.

1.4 **"Authorized User"** means any individual to whom Partner or its Customer, as applicable, grant access authorization to use the Cloud Service that is an employee, agent, contractor, or representative of

(a) Partner
(b) Customer
(c) Partner or Customer's Affiliates, and/or
(d) Customer's or Customer's Affiliates' Business Partners.

1.5 **"Bundled Service"** means the combined offering of the Cloud Service and the Partner Solution. Cloud Service cannot be used independent of the Partner Solution.

1.6 **"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer and its Affiliates.

1.7 "**Change of Control**" of a party means a transaction or series of transactions (i) where 50% or more of the entity's shares or voting rights of a party ("Control") is acquired by persons or entities other than those who Control such party on the Effective Date of the first Order Form signed under the Agreement, or (ii) resulting in the sale of all or substantially all of a party's assets or all or substantially all of a party's assets.

1.8 **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP under an Order Form and Service Schedule, including the Tools provided by SAP to Partner in connection with this Agreement.

1.9 **"Customer"** means Partner's customer that is licensing or using the Partner Solution only for its own internal business operations that has signed an End User Agreement. A Customer will not include any Affiliates of Partner.

1.10 **"Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service (including any stored derivatives of entered data such as Customer-specific or Partner-specific reports). Data does not include SAP's Confidential Information or SAP Materials.

1.11 **"Documentation"** means SAP's then-current technical and functional documentation relating to the Cloud Service located at https://help.sap.com or which SAP makes available to Partner as part of the Cloud Service, including technical and functional specifications as updated by SAP from time to time in accordance with the Agreement.

1.12 **"End User Agreement"** means a written agreement entered into between Partner, or its resellers or distributors, if applicable, and any Customer pursuant to which Customer purchases subscriptions to the Bundled Service.

1.13 "**Feedback"** means input, comments or suggestions regarding SAP's business and technology, and the possible creation, modification, correction, improvement or enhancement of the Cloud Service or SAP Materials.

1.14 "**Government Entity**" means any entity directly or indirectly owned or controlled by the government, a government organization, the Vatican or Holy See; any entity created by law or decree; any entity whose principal source of funds comes from the government; or any department, agency, or instrumentality of a government or a public international organization. Government Entity might be referred to as "Public Sector Customer" or "Public Sector Entity"" or State-Owned Entity" in other documents. It is within SAP's sole discretion to determine if an entity is considered a Government Entity under the terms of this definition.

1.15 "**Government Official**" means any appointed or elected official, officer, or employee who works at the expense of taxpayers or the government or state-owned, controlled or funded companies, or any person working in specific functions or industries who are defined or regulated as a government official by local law. This definition is not exhaustive and includes but is not limited to: an officer or employee of a state-owned, controlled or funded business, school or university, hospital, telecommunication company, and other entities providing public administrative and infrastructure services; an officer, employee or official of a political party; a candidate for political office; an officer, employee or official of a non-governmental organization (NGO) or any department or agency thereof, whether regional, national or international (such as the IMF, World Bank, or United Nations).

1.16 **"Intellectual Property Rights"** means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, sui generis database 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.

1.17 **"Minimum Terms"** means all of the minimum terms required to be included in an End User Agreement as set forth in Section 3.1 of this Cloud GTC.

1.18 **"OEM Cloud Support Schedule"** means the SAP OEM Cloud Support Schedule that are incorporated in an Order Form. To the extent there is any inconsistency between the OEM Cloud Support Schedule and the support terms described in a Supplement, the support terms in the Supplement will prevail.

1.19 **"Order Form"** means the OEM Order Form for Cloud Services entered into between Partner and SAP to form the Agreement and which references the Cloud GTC.

1.20 "**Partner Platform Application**" means an application or a set of related functionality deployed on a Platform Cloud Service created by Partner using the Tools to run on or with the Platform Cloud Service for access and use by Customers.

1.21 **"Partner Solution"** means Partner's subscription-based, hosted, supported, on-demand services specified in the Order Form that is provided by Partner to Customers. The Partner Platform Application will be considered a Partner Solution.

1.22 "**Platform Applications"** means, notwithstanding anything to the contrary stated in the Supplement, an application or a set of related functionalities deployed on a Platform Cloud Service developed by Partner using the Tools, to run on or with the Platform Cloud Service for access or use by Customers. A Platform Application needs to be compatible with an SAP Material provided under the Agreement.

1.23 "**Platform Cloud Service"** means those Cloud Service on which Platform Applications can be built and deployed, as identified in the Services Description Guide referenced in the Supplement.

1.24 **"Politically Exposed Person"** means any individuals connected to any prominent public functions, as well as their immediate family members and close associates.

1.25 "**Program Requirements**" means that the Partner has to fulfill certain program entry requirements as well as ongoing program requirements, including, without limitation payment of the Program Fee(s) and meeting certain compliance requirements, as set out in detail in the PartnerEdge Program Guide and associated program documents.

1.26 **"Representatives"** means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.

1.27 "**Residuals**" means information in non-tangible form, which may be retained inadvertently in the unaided memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained herein, so long as such persons have not studied the information for the purpose of replicating the same from memory.

1.28 **"SAP"** means the SAP entity identified in the Order Form that is a party to this Agreement.

1.29 **"SAP Partner Code of Conduct"** means SAP and its Affiliates' global policy document that provides a set of informative guidelines to enable partners to comply with good business practices which is published on SAP's partner-dedicated website.

1.30 **"SAP Support"** means the SAP's then-current SAP support offering set forth in the SAP support schedule that is incorporated in the Order Form.

1.31 **"SAP Materials"** or "**Cloud Materials**" means any materials or information provided, developed, derived, or made available by SAP (independently or with Partner's cooperation) in the course of performance under the Agreement, including in the delivery of any support to Partner or its Customers. SAP Materials include but are not limited to the Documentation, statistical reports, usage measurements, and SAP content that describes, structures, or gives meaning to data in the Cloud Service such as data models, metadata, table descriptions, and similar materials and derivatives of the foregoing. SAP Materials do not include any Customer or Partner Data, Partner Confidential Information, or the Cloud Service

1.32 **"SAP Policies"** means the operational guidelines and policies applied by SAP to provide and support the Cloud Service as incorporated in an Order Form.

1.33 **"SAP Solution"** means the SAP Materials, Cloud Service, and/or SAP Support.

1.34 **"Service Schedule"** means a written service schedule provide by SAP that references the Agreement for the applicable Cloud Service ordered by Partner.

1.35 **"Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form or Service Schedule, including all renewals.

1.36 **"Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form. As applied to Partner's authorized use of the Cloud Service, references to "Customer" in the Supplement will be replaced with "Partner".

1.37 **"Territory"** means except as otherwise specified in the applicable Order Form, all the countries in the world (excluding People's Republic of China but Territory will be deemed to include Hong Kong, Taiwan and Macau), subject to Section 11 of this Agreement (Import and Export Control).

1.38 "**Tools**" is as defined in the Supplement.

1.39 **"Trademarks"** means the trademarks, service marks, trade names, service names, proprietary words, symbols and other logos of SAP, SAP SE, and their respective Affiliates or licensors.

1.40 **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form or Service Schedule.