SAP OEM GENERAL TERMS AND CONDITIONS FOR PAYMENT SERVICE PARTNERS

("PSP GTC")

1. DEFINITIONS

Capitalized terms are defined in the Glossary. Other capitalized terms used in the PSP GTC may be defined elsewhere in this PSP GTC or other documents that constitute the Agreement.

2. GRANT OF RIGHTS.

2.1. Authorization.

Subject to the terms and conditions of this Agreement and the Program Requirements, SAP hereby grants to Partner the limited right in the Territory to use the Authorization to enable Customers to exchange Data between the Partner Solution and the SAP Cloud Service that is subscribed to or licensed directly by Customer from SAP, as applicable during the Initial Term of this Agreement. Customers' use of the SAP cloud service and/or software is governed by the customer cloud service or software license agreement entered into between SAP, its Affiliates, or resellers and the Customer ("Customer's SAP Agreement"). Partner shall ensure that the passing of Data between Partner Solution and an SAP cloud service or software is in accordance with Customer's SAP Agreement including Documentation. Partner is only permitted to and shall only use the Authorization in accordance with this Agreement and Documentation.

2.2. Restriction.

Notwithstanding anything contrary in the Agreement, Partner shall not use an Authorization for or on behalf of a Customer (to enable the Partner Solution to communicate with, access, or passing data to a SAP Cloud Service) in manner designed to, or with the effect of, circumventing controls which SAP or the SAP Cloud Services establishes to assure Customer access to SAP Cloud Services is consistent with the access rights granted by SAP, its Affiliates or resellers to the SAP Cloud Service under the Customer's SAP Agreement and its Documentation. SAP has the right to suspend Partner's rights under this SAP Agreement if Partner fails to comply with this Section or any part of this Agreement. For the avoidance of doubt, Partner agrees that use of the Partner Solution integrated with the SAP Cloud Service does not change or reduce a Customer's licensing obligations to SAP. Accordingly, Partner agrees that it will not position or communicate that the Partner Solution, through its operation will reduce the number of users or license Use metric for the SAP Cloud Services in a manner that contravenes Customer(s)' obligations to SAP.

2.3. No Resell Right.

Notwithstanding anything to the contrary stated in the Agreement, this Order Form and any PSP Integration Schedule do not grant any license or subscription to any SAP Cloud Services other than Authorization. If Partner wishes to resell any SAP Cloud Service to its Customers, Partner and SAP must enter into a separate SAP PartnerEdge Build or OEM agreement.

2.4. Data Privacy.

Partner will ensure that if the Partner Solution and associated Authorization access, collect, or transmit any Customer data from SAP Cloud Service, Partner is responsible for collecting and maintaining all such data in compliance with applicable data privacy and protection laws. Partner must enter into appropriate data protection agreements with Customer as required by applicable laws and regulation, including without limitation, data protection laws. Unauthorized Use of Customers' data will be subject to immediate termination of this Agreement.

3. TAXES

3.1. Service 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.

4. 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 8 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 8 below, has occurred or will most likely occur, SAP shall have the right to perform an audit.

(b) The audit will be conducted by an SAP-nominated independent expert without unmitigated professional conflict with the audited party. 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 reasonable and actual documented 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 assure its expert will 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 proof if a breach of any part of this Agreement has occurred.

(h) Service. SAP reserves the right to suspend 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 6.1 (Termination) below in case Partner does not cooperate with SAP during an audit as outlined in this Section 4.

(i) SAP reserves the right to suspend 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 6.1 (Termination) below in case Partner does not cooperate with SAP during an audit as outlined in this Section 4.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1. SAP Ownership.

Subject to Partner underlying Intellectual Property Rights in its Partner IP as described in Section 5.2, SAP, SAP SE, their Affiliates, or licensors own all Intellectual Property Rights in and related to the SAP solution, SAP Materials, Documentation, Authorization, Modifications, 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, SAP SE, their Affiliates and licensors. Partner will not remove, delete or alter any Intellectual Property Rights notices appearing on the SAP Materials.

5.2. Partner Ownership.

Subject to SAP's underlying Intellectual Property Rights of SAP in its SAP as described in Section 5.1, 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.

5.3. 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 Guide. 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 SAP PartnerEdge Branding Guide 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.

5.4. 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 5.4.

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

(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 this Section 5.4.

(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.

5.5. 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. Intentionally Deleted

6. TERM AND TERMINATION

6.1. Termination.

A party may terminate the Agreement or any Order Form:

(a) 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;

(b) immediately with written notice if (i) the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 5.4 or 11.5; or (ii) Partner fails to comply with Sections 4 and 8 including (1) comply with information requests required by SAP to carry out due diligence checks when joining the OEM program for PSP and any

subsequent due diligence renewal requests and/or audits, or (2) meet the due diligence requirements of the SAP.

Termination will not relieve Partner from its obligation to pay fees that remain unpaid. Partner agrees that communications to its Customers or other third parties and any publications/press releases regarding such termination will be mutually agreed in writing prior to distribution.

6.2. Effect of Expiration or Termination.

Upon termination of the Agreement:

(a) Partner's right to the following immediately ends:
  (i) hold itself out as partner of SAP under or in connection with the Agreement;
  (ii) use the SAP trademarks, including, without limitation, the SAP Logos which Partner was authorized to use as set out in this PSP GTC;
  (iii) use the Documentation and other marketing programs and other materials and all copies, reproductions, summaries, or extracts thereof or based thereon distributed by SAP or its Affiliates under or in connection with the Agreement.

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

(c) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement;

(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; and

(e) Except as otherwise agreed in writing by both parties, partial termination of the Agreement is not permitted with respect to any part of the PSP GTC, Order Form , Addendum, and Schedules.

6.3. Survival.

Sections 1, 3.1, 4(a)-(j), 5.1- 5.6, 6.2-6.3, 7 through 11 of this PSP GTC, will survive the expiration or termination of the Agreement., as Partner's obligation to submit a final Payment Report and Revenue Share payment related to the final (full or partial) Quarter before the effective date of Termination (and any prior due but unpaid Fees).

7. IMPORT AND EXPORT CONTROLS

7.1. 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's 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 a 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.

(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 and with respect to the Partner Solution (as described in Exhibit B-2 of the Order Form) or the Authorization as part of the Partner Solution (as defined in the Order Form).

8. PARTNER'S COMPLIANCE OBLIGATIONS

8.1. 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.

8.2. 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.

8.3. Delegation.

Partner may not assign, delegate, subcontract its obligation 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 8 in writing.

8.4. Intentionally Omitted

8.5. 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.

8.6. 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 a party'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

9. WARRANTIES AND DISCLAIMER

9.1. Disclaimer.

Except as otherwise 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 the 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 the 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, or that the operation of any products or services will be secure, uninterrupted or error free.

10. LIMITATION OF LIABILITY

10.1. No Cap on Liability.

Neither party's liability is capped for damages resulting from:

(a) Partner's indemnity obligations under the Agreement;

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

(c) Partner's breach of any Customer licensing requirements set forth in the applicable Agreement;

(d) fraud or fraudulent misrepresentation;

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

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

10.2. Liability Cap.

Except as set forth in Section 10.1 and 10.3, 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 the Agreement), the maximum aggregate liability of either party (or its parent, respective Affiliates or subcontractors) to the other or any other person or entity for all events (or series of connected events) arising out of the Agreement will not exceed the fees paid by Partner to SAP associated with the damages for up to a twelve month period. Any "twelve-month period" commences on the Subscription Term start date or any of its yearly anniversaries.

10.3. 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) incidental, consequential, special, punitive or indirect; 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, data loss, computer failure or malfunction, whether any such loss or damage is direct or indirect and even if advised of the possibility of such damages, and

(b) SAP will not be liable for any damages caused by any SAP cloud services or software provided for no fee.

10.4. Risk Allocation.

The Agreement allocates the risks between SAP and Partner. The fees for the SAP Connector Solution reflect this allocation of risk and limitations of liability. It is expressly understood and agreed that each provision of this PSP GTC which provides for a limitation of liability, disclaimer, 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.

11. MISCELLANEOUS

11.1. 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.

11.2. Waivers.

A waiver or non-enforcement against any breach of the Agreement or obligation under the Agreement is not deemed a waiver of any other breach or obligation.

11.3. Electronic Signature.

Electronic signature that comply with applicable law are deemed original signatures.

11.4. Notices.

All notices provided by Partner to SAP will be in writing and given when delivered to the address set forth in the Agreement or any Order Form. Notices made under the Agreement by SAP (including relating to the operation of the SAP Solution, or the SAP OEM Program) may be in the form of an electronic notice (email accepted) to Partner's authorized representative or administrator.

11.5. Assignment.

Without SAP's prior written consent, Partner may not assign or 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.

11.6. Subcontracting.

SAP may subcontract parts of the SAP Solution or its performance under the Agreement to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

11.7. 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.

11.8. 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.

11.9. 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. All previous representations, discussions, and writings (including any confidentiality agreements) are superseded by the Agreement. Each party acknowledges that in entering into the Agreement it has not relied on any representation, discussion or other writings 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 or other writings. The Agreement (including the SAP PartnerEdge Branding Guide and OEM Program Guide) may be modified (a) in accordance with the Agreement, (b) as mutually agreed upon by the parties in writing. This Agreement will prevail over terms and conditions of any Partner-issued purchase order, which will have no force and effect, even if SAP, accepts, or does not otherwise reject the purchase order.

11.10. Non-Exclusivity.

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

11.11. Governing Law.

This Agreement 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).

11.12. Waiver of Jury Trial.

Each of the parties to the Agreement irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to the Agreement or the transactions contemplated in the Agreement.

11.13. 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 will promptly notify SAP of such commitments in writing.

11.14. Priority of Agreements.

The following descending order of precedence will apply, in the event of any conflict or inconsistency between parts of the Agreement: (a) Order Form, if applicable; (b) the PSP GTC; (c) the OEM Program Guide; and (d) the PartnerEdge Branding Guide.

12. CHANGES TO TERMS.

12.1. 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.

12.2. Program Guide.

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

12.3. Notice.

SAP will give Partner at least the following prior notice in writing or in any other documented form of changes to the items listed in the Section above:

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

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

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.

12.4. 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 12.3 above applies.

12.5. 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 any third party including but not limited to Partner. However, SAP will return any fee prepaid by Partner for the discontinued SAP Solution, including, without limitation, prepaid fee for discontinued SAP Solution, in each case less an appropriate amount covering the period from the effective date of the license until the effective discontinuation date.

Glossary

1) “Add-on” means any development using APIs that adds new and independent functionality to the SAP Cloud Service but does not modify existing functionality of the SAP Cloud Service.

2) “Affiliate” of a party means any legal entity in which a party, 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.

3) “APIs” means an SAP and its Affiliates’ application programming interfaces and accompanying or related Documentation, source code, tools, executable applications, libraries, subroutines, widgets and other materials made available by SAP or through SAP tools (and all derivative works or modifications thereof) to Partner that allows Partner Solution to communicate with or call on SAP Cloud Service, including any access code, authentication keys or similar mechanisms to enable access of the APIs.

4) “Authorization” means a managed software component or software-as-a-service component, scripts, functional calls, code, token, authorization, tracking or permissions for passing data between the Partner Solution and SAP Cloud Service in accordance with the terms and under the restrictions of this Agreement and a Customers agreement to use SAP Cloud Service.

5) "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 Agreement, or (ii) resulting in the sale of all or substantially all of a party's assets. For avoidance of doubt, Partner’s change in ownership from private to public listing for trading on stock exchange(s) shall not be deemed a “Change of Control” requiring SAP’s consent.

6) “Customer” means an organization that is (a) licensing or using the SAP Cloud Service (only for its own internal business operations) under an agreement with SAP directly or through its resellers and (b) has also entered into an agreement with Partner directly or through its resellers for the use of the Partner Solution. A Customer will not include any Affiliates of Partner.

7) “Data” means any content, materials, data and information entered into the production system of software or cloud service (including any stored derivatives of entered data such as Customer-specific or Partner-specific reports). Data will not include SAP’s Confidential Information or SAP Materials.

8) “Documentation” means SAP's then-current technical and functional documentation relating to SAP Solution or the SAP Cloud Service located at https://help.sap.com or which SAP makes available as part of SAP Solution or the SAP Cloud Service, as the case may be, including technical and functional specifications as updated by SAP from time to time in accordance with the Agreement or any Customer’s SAP Agreement. .

9) “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.

10) “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).

11) “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, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) 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.

12) "Modification" means (i) a change to the delivered source code or metadata; or (ii) any other development that customizes, enhances or changes existing functionality of the SAP Cloud Service or SAP software, including but not limited to, the creation, modification, enhancement or customization of any new application program interfaces, alternative user interfaces, SAP SDK or the extension of SAP data structures; or (iii) any other change to the SAP Cloud Service or SAP software (other than Add-ons) utilizing or incorporating any SAP Materials; and (iv) any creation, modification enhancement or customization of the SAP Cloud Service or software using SAP SDK, SAP Materials, or SAP Intellectual Property Rights.

13) “OEM Program Guide” means SAP OEM (Technology Adoption) Program Guide.

14) “Partner Solution” means the cloud-based Partner service which integrates with and which can be used with SAP Cloud Service, as applicable and as more particularly set forth in Exhibit B.

15) “Payment Service Partner” or “PSP” means a partner that provides payment processing and related payment services to Customers through the Partner Solution, and that integrates such Partner Solution with the SAP Cloud Services pursuant to this Agreement.

16) “Politically Exposed Person” means any individuals connected to any prominent public functions, as well as their immediate family members and close associates.

17) “Program Requirements” means the program requirements described in the OEM Program Guide.

18) “Representatives” means: a party’s Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.

19) “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.

20) “Revenue Share” means the fees due to SAP for Consumption of the Partner Solution associated with the Authorization, calculated as set forth in Schedule C-2.

21) “SAP” means the SAP entity that is a party to the Agreement with the Customer.

22) “SAP Cloud Service” or “Cloud Service” shall mean any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP and subscribed by a Customer for including any Tools provided by SAP to Customer. Any direct agreement between SAP and Customer shall be governed by terms entered into between such Customer and SAP (rather than between such Customer and Partner).

23) “SAP 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 Data, Partner or Customer Confidential Information, or the Cloud Service.

24) “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.

25) “SAP SDK” means SAP software development kit that includes tools such as APIs, source code, redistributable files and instructions.

26) “SAP PartnerEdge Branding Guide” means the SAP PartnerEdge Branding and Logo Usage Guideline for Partners.

27) “SAP Solution” means Authorization-based, cloud-enabled integration capabilities offered by SAP to Partner, as identified by product name and/or material code in the applicable Order Form, PSP Addendum or PSP Integration Schedule. For the avoidance of doubt, SAP Solution is made available solely through

Authorization-based access rights, does not constitute a resale or sale of SAP Cloud Services, and does not involve the delivery or provisioning of any SAP Cloud Service to the Partner.

28) “Territory” means except as otherwise specified in the Agreement, all the countries in the world, except as prohibited by export control laws of various countries, including the laws of the United States, European Union and Germany (“Export Regulations”).

29) "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.

30) “Transaction” encompasses any message, job, action, response, and/or task processed through the SAP Cloud Services. This includes, but is not limited to payments, refunds, retrieval of advice, and credit card registration.

31) "Use" means to activate the processing capabilities of the software or cloud services including but not limited to, load, execute, access, employ the software or a cloud service, or display information resulting from such capabilities