OEM Partner Agreement
General Terms and Conditions
("OEM GTC")

1. DEFINITIONS

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

2. GRANT OF RIGHTS

Subject to Partner compliance with the terms and conditions of the Agreement and the Program Requirements, SAP hereby grants to Partner the following rights:

2.1. Development License.

(a) SAP grants Partner a nonexclusive, nontransferable right to use the Software in the Territory as follows ("OEM Development License"), provided that Partner pays the applicable OEM Program fee as described in the Order Form:

(i) right to Use the number of Software licenses as reasonably provided by SAP to Partner for demonstration, evaluation and internal testing purposes solely in conjunction with Partner Solution;

(ii) right to develop Add-Ons to the Software; and

(iii) right to make copies of the Software or associated Documentation for such purposes.

(b) Partner (solely through their qualified personnel) will receive access to the Software described in Section 2.1(a) above. The OEM Development License granted is provided on a not for resale basis and not for productive use or preparation for productive use. Any use of the Software provided under this OEM Development Licenses shall be in accordance with the terms of the Use Terms. Partner must complete and return any OEM Development License request form as may be provided by SAP from time to time.

(c) Evaluation License. Partner may distribute at no cost in the Territory a reasonable number of evaluation copies of the Software only for use in conjunction with Partner Solution to prospective Customers up to a maximum of 60 days (unless otherwise approved by SAP in writing), provided that such evaluation copies must not be used in production and the Software shall be destroyed or deleted at the end of the evaluation period. Partner shall provide an evaluation license agreement with every evaluation copy of the Software in compliance with the Minimum Terms.

2.2. On Premise License. SAP grants to Partner a non-exclusive and non-transferable license to reproduce, market, distribute and license the Software (including any Add-ons) and Documentation only as integrated and embedded in the Partner Solutions, to run such Customer's and its Affiliates' internal business operations (the "On-Premise License"). Permitted uses and restrictions of the Software also apply to Third Party Software excepted as stated in the Agreement.

2.3. ASP License. SAP grants to Partner a non-exclusive and non-transferable license to use the Software and Documentation to provide ASP Services to Customers only as an integrated part of the Partner Solution ("ASP License"). If any SAP client software is required to be used with the Software, SAP grants to Partner the right to reproduce, distribute and license such client software to the same extent as the Software under an On Premise License, provided that: (i) Customers will only be permitted to use the client software to access the ASP Services, and (ii) the Customer will not be granted general development rights to the Software.

2.4. Distribution through Affiliates, Resellers and Distributors. SAP grants to Partner the non-exclusive and non-transferable right to authorize its Affiliates, distributors and/or resellers to further distribute and license the Bundled Solution under an On-Premise License to the same extent and scope as that applied to Partner, provided that Partner will ensure that anyone it authorizes to distribute or resell the Software does so only in compliance with, and pursuant to written terms at least as protective of SAP as, the terms of the Agreement. In case of an ASP License, the same applies as above, except that the Software may not be distributed by Partner to any of its resellers or distributors.

2.5. Bundled Solution. The Use of the Software is subject to the following additional restrictions.

(a) **Restricted License.** The Software may only be used with the Partner Solution to enable its performance, with data access limited to 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"). Partner agrees that Partner Solution must add significant and primary additional functionalities to the

Software in order to qualify as Partner Solution. Partner may only distribute or provide access to a Software release for as long as such Software release is under Mainstream Maintenance.

(b) **Bundled Solution Review.** The Bundled Solution must be reviewed and approved by SAP in advance in accordance with SAP's standard practices before Partner may promote or make it available to its Customers or third parties. Partner agrees to provide such information about the Bundled Solution as reasonably requested by SAP. SAP may deny or withhold approval in its sole discretion. SAP's approval of the Bundled Solution is not, and will not be construed or represented by Partner to any third party to be a verification of the Bundled Solution functionality or any support, preference, warranty or endorsement of such by SAP in any way.

2.6. Minimum Terms. Each Customer having access to the Software 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 Solution. The End User Agreement must contain terms not materially less protective of SAP than the Agreement including without limitation the terms required under Section 2.5(a) and the Use Terms. 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.

2.7. Authorized Users.

(a) **Authorized Users.** Partner and Customers must be appropriately licensed as stated in the Use Terms for any individuals that Use the Software. Use may occur by way of an interface delivered with or as a part of the Software, a Partner, Customer or third-party interface, or another intermediary system. Customers may permit Business Partners to Use the Software only through screen access, solely in support of Customer's permitted Use, and not to run any of Business Partners' business operations.

(b) **Service Providers.** For Software licensed to Customers under an On Premise License, Customer may permit service providers to access the Software only to assist Customer with its permitted Use of the Software. For Partner's Use of the Software under an ASP License, Partner may permit service providers to access the Software only to assist Partner with its permitted Use of the Software. Service providers must enter into a written agreement with Customer or Partner, as applicable, agreeing to comply with the terms of the Agreement. Service providers cannot Use the Software to run their own business, or operate or provide processing services to any third party. Partner or Customer, as applicable, is responsible for any breach of the Agreement caused by any individuals using the Software or SAP Materials or SAP Confidential Information.

2.8. Acceptable Use Policy.

With respect to the Software and other SAP Materials, Partner will not:

(a) disassemble, decompile, reverse-engineer, copy, translate, reverse engineer or make derivative works,

(b) except as expressly authorized under the Agreement, permit any Customer or third party to:

(i) provide services to third parties (such as service bureau, business process outsourcing or training);

(ii) distribute or publish Software keycodes.

(c) use software components other than as intended and as specifically identified in the Order Form, even if it is technically possible for Partner to otherwise access such components;

(d) transmit any content or data that is unlawful or infringes any Intellectual Property Rights; or

(e) circumvent or endanger the operation or security of the Software and other SAP Materials.

2.9. Partner must not create or attempt to create the source code from the object code of the Software or other SAP Materials unless such action is indispensable in order to obtain information necessary to achieve interoperability of the Software with an independently created computer program and Partner has not been provided such information, despite a written request, within a reasonable period of time. Information obtained through such action may not be used for purposes other than to achieve interoperability, and may not be given to third parties, unless this is necessary to establish interoperability, and in particular such information is not to be used for the development, creation or marketing of programs similar to the Software. If Partner wishes to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, Partner must first provide written notice to SAP and permit SAP, at its option, to make an offer to provide information and assistance reasonably required to ensure interoperability of the Software with other products for a fee to be mutually agreed upon (if any).

2.10. Installation. Except as expressly permitted in the Agreement, Partner may permit Customer to install the Software under an On Premise License only on compatible hardware located at Customer's or its Affiliates' facilities and in their direct possession.

2.11. Third Party Software.

Agreement terms relative to "Software" apply to Third Party Software except:

(a) Partner will not make Modifications and/or Add-ons to Third Party Software, and

(b) as otherwise stated in the Use Terms.

2.12. 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. MODIFICATIONS AND ADD-ONS

3.1. Modifications.

Except for Add-ons, Partner may not Modify, adapt, enhance, localize, translate or make derivatives of the Software or SAP Materials. SAP retains all right, title, and interest to all parts of the Software and SAP Materials, and any derivatives thereof, that are included in all Modifications and Add-Ons.

3.2. Add-ons.

(a) Partner may make Add-ons to the Software in furtherance of its permitted use under the Agreement. Partner may distribute or sublicense Add-ons with the Software only to the same extent as that applied to Partner's grant of the Software set forth herein. All Add-ons developed by SAP or its Affiliates (either independently or jointly with Partner) and all rights associated therewith are the exclusive property of SAP and its Affiliates. Partner agrees to execute those documents reasonably necessary to secure SAP or its Affiliates' rights in the foregoing. All Add-ons developed by or on behalf of Partner without SAP or its Affiliates' participation ("Partner Add-on"), and all rights associated therewith, are the exclusive property of Partner subject to SAP's rights in and to the Software and SAP Materials.

(b) Any Add-on to the Software developed by Partner must not (and subject to other limitations set forth herein): enable the bypassing or circumventing any of the restrictions set forth in the Agreement and/or provide Customers with access to the Software to which Customers are not directly licensed; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor disclose any SAP Confidential Information.

4. SUPPORT

4.1. Mutual Obligations. SAP and Partner will fulfill its respective obligations in accordance with the SAP's then-current SAP support offering set forth in the SAP support schedule that is incorporated in the Order Form. SAP will only provide SAP Support if Partner has paid the applicable SAP Support fee.

4.2. No Support to Customers. SAP has no obligations to provide any SAP Support to Customers directly. Partner will be responsible for providing all support and maintenance services for the Software to Customers directly.

5. DELIVERY.

SAP will deliver the Software and SAP Support by making it available for electronic download through the SAP Software Download Center (https://support.sap.com/en/my-support/software-downloads.html) to Partner. Risk of loss passes at the time of such electronic delivery. Partner agrees not to request any physical delivery of Software or SAP Support and should it occur then any such delivery will be rejected by Partner. Partner agrees and understands that the calculation of Taxes may be affected by the delivery method and delivery location of the Software and corresponding SAP Support.

6. REFUND.

For termination by Partner under Sections 13.2(b) and 14.1(c), Partner will be entitled to a refund of the license fees paid for the affected Software less an appropriate amount covering the period of actual use of the Software by Partner and its Customers.

7. ORDERS, PAYMENT AND TAXES

7.1. Orders, Fees and Payment.

(a) Partner will order the SAP Solution according to SAP's standard procedures. Partner will pay fees in amount and currency as stated in the Order Form. Partner will pay to SAP all fees due within thirty days of date of invoice. SAP may provide invoices to an email address provided by Partner. Unpaid fees will accrue interest at the maximum legal rate. Partner purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services, whether provided by Partner, SAP or their respective partners.

(b) Partner agrees to pay to SAP the annual program fee(s) as set out in the Order Form ("**Program Fee**") and must be paid by the Partner annually in advance.

(c) If Partner fails to make its payment on the due date, SAP may suspend Partner's rights under the Agreement, until payment is made. All orders under the Agreement and any Order Form are non-cancellable and fees are non-refundable.

(d) If SAP agrees to Partner's request to be invoiced in a different currency other than the currency stated in an Order Form, the exchange rate will be based on the official fixing of the European Central Bank at the date of invoice.

(e) Partner will independently establish the price of the Bundled Solution for its Customers.

(f) SAP reserves the right to immediately suspend Partner's rights under the Agreement in its sole and reasonable discretion, if Partner is in violation of the Agreement . SAP shall give a prior written notification to Partner, if SAP decides to suspend Partner's right. This notice may be made by SAP in the form of an electronic notice.

(g) Partner cannot withhold, reduce or set-off fees owed nor reduce license volume of any license, regardless of any termination, nonpayment, or other conduct of its Customers.

7.2. 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, 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.

7.3. Payment Reports.

Within twenty (20) days after the close of each calendar quarter, Partner will deliver to SAP a report ("Payment Report") which will provide all information reasonably required by SAP identifying each Customer by an unique customer number for computation, customer name (no abbreviations), customer address (street, city, postal code, country), group (if any), and/or confirmation of the fees, if any, due or credited to SAP for the period being reported, including without limitation: (i) license information (material code/software description, license quantity, license metric, license term for non-perpetual licenses, and associated license or subscription fee due SAP), and (ii) SAP support fees, associated support rate and indicating whether it is first year support or a renewal, and associated license fee. The payment report shall be submitted to SAP even if no license and support fee is due. Partner will submit the payment report electronically via a reporting tool made available by SAP to Partner. SAP will inform in writing Partner in case of change to the reporting format and Partner shall submit its payment reports under such new reporting format for all future quarterly reporting periods. Partner agrees that the Payment Report is binding on Partner once it is submitted to SAP and Partner may not withdraw, modify or cancel any orders set forth in the Payment Report.

8. 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 8. 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 10.1 (Termination) below in case Partner does not cooperate with SAP during an audit as outlined in this Section 8.

9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

9.1. SAP Ownership.

SAP, SAP SE, their Affiliates, or licensors own all Intellectual Property Rights in and related to the SAP Solution, SAP Materials, Documentation, 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.

9.2. Partner Ownership.

Subject to SAP's underlying Intellectual Property Rights as described in Section 9.1, 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.

9.3. Non-Assertion of Rights.

Partner covenants, on behalf of itself and its successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, or their resellers, distributors, suppliers, commercial partners and customers, any rights in any Modifications developed by or on behalf of Partner or Partner Add-ons, or any other functionality of the

Software accessed by such Modification developed by or on behalf of Partner or Partner Add-on, or any claims of any rights, in any Software or SAP Materials.

9.4. SAP Partner Logo; Trademarks

(a) Subject to Partner's compliance with the Program Requirements, SAP grants to Partner a revocable, non-exclusive, 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 made available to Partner on the SAP PartnerEdge partner dedicated website (the "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 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.

9.5. Confidential Information.

(a) 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;

(b) 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 9.5.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

9.6. Independent Development.

Either party has the right to independently develop software or services that would compete with the other party's software or services without the use of the other party's Confidential Information. Either party will be free to use for any purpose the Residuals resulting from access to or work with the Disclosing Party's Confidential Information. Neither party will have any obligation to limit or restrict the assignment of such persons or to pay fees or royalties for any work resulting from the use of Residuals. However, nothing in this subsection will be deemed to grant to either party a license under the other party's copyrights or patents.

9.7. Enforcement of Rights.

If any third party to whom Partner has granted rights or access with respect to any Software in accordance with the Agreement, is using, accessing, marketing or selling, the Software without, or exceeding its, authorization, Partner will cooperate with SAP in enforcement and protection of SAP's rights. At the request of SAP, if prompt enforcement and protection of SAP's rights by Partner or cooperatively with SAP is not timely or successful, then Partner will temporarily stop marketing, licensing, positioning, providing and distributing the Software to any such third party unless and until such unauthorized activity is resolved to SAP's satisfaction.

10. TERM AND TERMINATION

10.1. Termination.

A party may terminate the Agreement:

(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 if (i) the other party files for a petition for winding up, becomes insolvent, 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, (ii) the other party otherwise materially breaches Sections 8 or 12; or (iii) Partner (x) 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 (y) meet SAP's partner due diligence requirements.

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.

10.2. 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;

(ii) right to market, distribute or license the Software or SAP Materials to any third party, including renewing any subscription-based license or service agreements with existing customers;

(iii) use the SAP trademarks, including, without limitation, the SAP Logos which Partner was authorize to use as set out in this OEM GTC; and

(iv) use of SAP's Confidential Information, Documentation and other marketing programs and other materials and all copies, reproductions, summaries, or extracts of the foregoing or based on the foregoing distributed by SAP or its Affiliates to Partner.

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

(c) 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.

(d) Termination of the Agreement applies to all Software licensed. Except as otherwise mutually agreed by the Partner in writing, partial termination of the Agreement is not permitted with respect to any part of the Agreement.

(e) Partner's right to provide ASP Services to new customers will immediately terminate. Subject to Partner's continuing compliance with the terms of the Agreement, Partner may continue to use its perpetual ASP Licenses to provide ASP Services to its Customers that are contracted with Partner as of the termination date of the Agreement but may not renew any additional renewal periods after such termination.

(f) except for termination by SAP in accordance with the Agreement, Partner's rights to use any non-perpetual ASP License after the termination of the Agreement will be subject to the relevant Order Form that grants such license.

(g) any paid-up perpetual license to the Software previously granted to a Customer under an On-Premise License will survive according to the terms of such license; and

(h) Partner may request to receive, and SAP may agree to provide for a limited time, support services for the Software after the termination of the Agreement upon mutual agreement in writing. Such support services provided post termination will be governed by the Agreement.

10.3. Survival.

Sections 1, 3.1, 8, 9, 10.2, 11, 12, 13.4, 14.1-14.4, 15.1-15.4, 16-18 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, European Union and Germany ("Export Regulations"). Partner will not export SAP Confidential Information to countries, persons, organizations or entities if prohibited by export laws. Partner will take all precautions to ensure that any distributor, reseller and Customer permitted to distribute the Software under the Agreement 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 Software and SAP Materials may require prior export and/or import authorizations and this process may delay or prevent the delivery of Software or SAP Materials, including support services. This section also applies to any Software or support services that SAP delivers directly to the Customer on behalf of Partner.

(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 Solution.

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.I f 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. WARRANTIES AND DISCLAIMER; PARTNER REPRESENTATION

13.1. Performance Warranty.

SAP warrants that the Software will substantially conform to the specifications contained in the Documentation for six months following delivery.

13.2. Remedy.

Partner's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 13.1 will be:

(a) the repair or replacement of the nonconforming Software, and

(b) if SAP fails to repair, replace or re-perform within a reasonable time, Partner may terminate its license for the affected Software. Any termination must occur within three months of SAP's failure to repair, replace or re-perform.

The remedies set forth in this Section 13.2 are conditioned upon Partner notifying SAP in writing with a specific description of the Software's nonconformance within the warranty period and SAP validates the existence of such nonconformance.

13.3. Warranty Exclusions.

The warranty in Section 13.1 will not apply if:

(a) The Software 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 (including Modifications or Add-ons) not provided by SAP,

(c) the Software was provided for no fee, or

(d) Partner has not licensed any Software under the Agreement.

13.4. Disclaimer.

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. Partner agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining a license for any SAP Solution.

13.5. Partner Representation.

Partner will not make any representations or warranties as to the performance of the SAP Solution 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 Solution and to perform its obligations under this Agreement.

14. THIRD PARTY CLAIMS

14.1. 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, distribution or resale of the Software in the Territory in accordance with the Documentation and the terms and conditions of the Agreement constitutes a direct infringement or misappropriation of a thirty 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 14.1(a) will not apply if the claim results from (i) Partner's breach of the Agreement, (ii) use of the Software in combination with any product or service (including any Modification and Add-ons) not provided by SAP, (iii) failure to promptly use an update for Software provided by SAP if infringement or misappropriation could have been avoided by the use of the update, (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 or (iv) use of the Software provided for no fee.

(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 Software under the terms of the Agreement, or (ii) replace or modify the Software to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Partner may terminate the license to the affected Software upon written notice to the other.

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

14.2. 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 Section 14.2(a) through (c). Partner will indemnify SAP against all 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) Taxes (other than its income and payroll taxes) and related costs paid or payable by SAP attributable to those Taxes;

(b) Partner or its Affiliates' breach of the terms set forth in Sections 2.5, 2.6, 11 and 12 of this OEM GTC; and

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

14.3. 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.T he 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.

14.4. Exclusive Remedy.

The provisions of Section 14 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.

15. LIMITATION OF LIABILITY

15.1. Unlimited Liability.

Neither party will exclude or limit its liability 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 unauthorized use, license or resell of Software 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, 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.

(a) Subject to Sections 15.1and 15.3, 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:

(i) The license fee paid for the applicable Software directly causing the damage; or (ii) The annual subscription fee paid for the applicable Software licensed under a non-perpetual subscription fee basis directly causing the damage for a twelve-month period. Any “twelve-month period” commences on the Subscription Term start date or any of its yearly anniversaries.

15.3. Exclusion of Damages.

Subject to Section 15.1:

(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, exemplary 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 Software provided for no fee.

15.4. Risk Allocation.

The Agreement allocates the risks between SAP and Partner. The fees for the Software reflect this allocation of risk and limitations of liability. It is expressly understood and agreed that each provision of this OEM 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.

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 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.

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 that comply with applicable law are deemed original signatures.

16.4. Notices.

All notices will be in writing and given when delivered to the address set forth in the Order Form. Notices made under the Agreement by SAP may be in the form of an electronic notice to Partner's authorized representative or administrator identified in the Order Form. System notifications and information from SAP relating to the support of the Software can also be provided via the SAP Support Portal.

16.5. 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.

16.6. Subcontracting.

SAP may subcontract its performance under the Agreement 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. 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, collateral contract or other assurance or 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, collateral contract or other assurance or writings. The Agreement may be modified solely in writing signed by both parties, except as expressly permitted under the Agreement. 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.

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. CHANGES TO TERMS.

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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 license fees for discontinued Software and SAP Support, in each case less an appropriate amount covering the period from the effective date of the license until the effective discontinuation date. SAP will notify Partner of the discontinuation in accordance with the terms of the Agreement. .

18. SPECIAL DISCOUNT.

18.1. Partner understands that the pricing provided in the Order Form may deviate from SAP standard partner discount and pricing and is therefore equivalent to a Special Discount on SAP's standard pricing ("Special Discount"). SAP's decision to offer an Exceptional 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.

18.2. SAP may audit the Special Discount Information in accordance with the terms of Section 8 of the 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 invoices, 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.

18.3. In its contracts with Intermediary of the Bundled Solution, Partner must require any Intermediary to adhere to the same obligations relevant to Exceptional Discounts as outlined in Sections 18.1 and 18.2 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.

18.4. 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.

Glossary

1.1 "**Add-on**" means any development using APIs that adds new and independent functionality to the Software, but does not modify existing functionality of the Software.

1.2 "**ASP Service**" means application services that are provided by Partner utilizing Software that allow Customers to remotely access, or otherwise receive the benefits of, the Bundled Solution (via a private network or the Internet) that are installed in a Data Center.

1.3 **"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.

1.4 **"Agreement"** means the OEM GTC, Order Form and documents incorporated into the OEM GTC and Order Form.

1.5 **"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 (and all derivative works or modifications thereof) that allows other software to communicate with or call on SAP Solution, including any access code, authentication keys or similar mechanisms to enable access of the APIs.

1.6 **"Bundled Solution"** means the combined offering of the Software in conjunction with the Partner Solution. Software cannot be used independent of the Partner Solution.

1.7 **"Business Partner"** means a legal entity that requires access to the SAP Solution 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.

1.8 "**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 Build Master Partner Agreement, or (ii) resulting in the sale of all or substantially all of a party's assets.

1.9 **"Confidential Information"** means all information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential and/or internal and/or proprietary at the time of disclosure; or (ii) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

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

1.11 **"Data"** means any content, materials, data and information that Authorized Users entered into the production system of a Software or that Customer or Partner derives from its use of and stores in the Software (e.g. Customer-specific reports). Data and its derivatives will not include SAP's Confidential Information.

1.12 "**Data Center(s)**" means the site at which the Software will be hosted, to enable Partner to provide ASP Services to its Customers. Such site or sites shall at all times be owned or controlled and operated by the Partner except as expressly permitted under the Agreement.

1.13 **"Documentation"** means SAP's then-current technical and functional documentation for Software as well as any roles and responsibilities descriptions, if applicable, which is made available to Partner with the Software.

1.14 **"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 a license or subscription to the Bundled Solution.

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

1.16 **"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.

1.17 **"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).

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

1.19 "**Intermediary**" is as defined in Section 8(h).

1.20 "**Mainstream Maintenance**" means the then current release strategy for Software releases as stated in https://support.sap.com/release-upgrade-maintenance.html.

1.21 "**Minimum Terms"** means all of the minimum terms required to be included in an End User Agreement as set forth in Section 2.6.

1.22 "**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 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 Software (other than Add-ons) utilizing or incorporating any SAP Materials; and (iv) any creation, modification enhancement or customization of the Software using SAP SDK, SAP Materials, or SAP Intellectual Property Rights.

1.23 "**New Release**" means new releases, updates or versions of the Software made generally available by SAP through unrestricted shipment pursuant to SAP Support after the Effective Date of the Agreement.

1.24 "**Order Form**" means the order form provided by SAP that reference this OEM GTC.

1.25 **"Partner Solution"** means Partner's products, software or subscription-based, hosted, supported, or on-demand services that are approved by SAP in writing and specified in the Order Form.

1.26 "**Price List**" means any price list(s) issued by SAP for the SAP PartnerEdge Build program applicable for its OEM partners setting out the available software and services.

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

1.28 **"Program Requirements"** means the Partner has to fulfill the program requirements described in the OEM Program Guide.

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

1.30 "**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.

1.31 **"SAP"** means the SAP entity executing the Agreement and Order Form that is a party to the Agreement.

1.32 "**SAP SDK**" means SAP software development kit that includes tools such as APIs, source code, redistributable files and instructions. SAP SDKs are also Software within the meaning of the Agreement.

1.33 **"SAP Materials"** means any materials, (including Modifications and Add-ons), software and APIs provided or developed by SAP (independently or with Partner's cooperation) prior to or in the course of performance under the Agreement, including in the delivery of any support to Partner or its Customers and any information, materials or feedback provided by Partner to SAP relating to the Software or Documentation. SAP Materials do not include any Customer or Partner Data, Partner Confidential Information, or the Software.

1.34 "**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.

1.35 **"SAP Solution"** means Software, Documentation, SAP Materials and SAP Support.

1.36 **"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.

1.37 "**Software**" means (i) software products licensed to Partner as specified in Order Form, all as developed by or for SAP, SAP SE and/or any of their affiliated companies and delivered to Partner hereunder; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to SAP Support or warranty obligation and (iii) any complete or partial copies of any of the foregoing.

1.38 **"Subscription Term"** means the term of a Software subscription identified in the Order Form, including all renewals.

1.39 **"Territory"** means except as otherwise specified in the applicable Order Form, all the countries in the world, subject to Section 11 of this Agreement (Import and Export Control).

1.40 "**Third Party Software**" means (i) any and all software products and content licensed to Partner under this Agreement as specified in the Order Form, all as developed by companies other than SAP, SAP SE and/or any of their affiliated companies and delivered to Partner by SAP; (ii) any new releases, updates or versions thereof

made available through SAP Support or warranty obligations and (iii) any complete or partial copies of any of the foregoing.

1.41 **"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.

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

1.43 "**Use Terms**" means the Software Use Rights document that are incorporated in the Order Form, current as of the date of the order of the applicable Software. References to "OEM" in the Use Terms will be deleted and replaced by "Partner". As it relates to Use of the Software by Partner, references to "Licensee" in the Use Terms will be deemed to mean "Partner" and with respect to Use of the Software by Customer, references to "Licensee" will be deemed to mean "Customer".