OEM PARTNER AGREEMENT
General Terms and Conditions

The parties agree that their contractual relationship shall be governed by the terms and conditions of the Agreement (as defined below). The Agreement consists of (1) this OEM Partner Agreement General Terms and Conditions ("GTCs"), (2) applicable Program Schedule(s), (3) applicable Order Form(s), (4) the Software Use Rights, and (5) all other applicable exhibits or schedules referenced by these GTCs, any applicable Program Schedules or Order Forms. Each Program Schedule, together with the terms and conditions of this GTC, Software Use Rights, applicable Order Forms and all applicable exhibits or schedules incorporated by reference or referenced therein shall constitute and construed as a separate agreement (the "Agreement").

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

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

"Affiliate" means with regard to a party to this Agreement, any legal entity for so long as a party to this Agreement holds, directly or indirectly, more than fifty percent (50%) of the shares or voting rights of such legal entity.

"API" means Licensor or its Affiliates' application programming interfaces, as well as their respective code that allows other software products to communicate with or call on the Software (for example, SAP Enterprise Services, BAPIs, Idocs, RFCs and ABAP calls or other user exits) provided under this Agreement. APIs are made available to Partner through either (or both) the Software or SAP Software Development Kits.

"Confidential Information" shall mean all information which Disclosing Party protects against unrestricted disclosure to others, furnished by the Disclosing Party to the Receiving Party (the party disclosing such Confidential Information being the "Disclosing Party" and the party receiving such Confidential Information being the "Receiving Party") in connection with this Agreement that (i) the Disclosing Party designates as confidential at the time of disclosure or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, including but not limited to, information (including benchmark results) that is related to: the Software, any SAP SDK and the content of this Agreement.

"Control" means the power to direct or cause the direction of the affairs of an entity whether by means of direct or indirect ownership of fifty per cent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder's agreement or other document regulating the affairs of an entity.

"Documentation" means the Licensor documentation which is delivered or made available to Partner with the Software under this Agreement.

"End User" means Partner's customer licensing or using the Software in conjunction with Partner Products from Partner. An End User shall not include Partner or its Affiliates.

"End User License" or "EULA" means a license agreement between Partner and any End User to which Partner resell, license, distribute or otherwise provide access to the Software in accordance with the Agreement.

"Integration" means applications, scripts, commands or instructions that use the API to connect to the Software.

"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.

"Licensor" means the entity identified by the Agreement or the Order Form that is a party to this Agreement.

"Licensor Materials" means any software, programs, tools, systems, data, Licensor Confidential Information or other materials made available by Licensor to Partner in the course of the performance under this Agreement including, but not limited to, the Software, Documentation, subscription services and APIs, as well as any information, materials or feedback provided by Partner to Licensor relating to the Software, Documentation, subscription services and APIs.

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

"Partner Products" means the Partner's computer hardware, software products, and/or services identified in Exhibit B attached hereto or to any Order Form.

"OEM Support" means Licensor's then-current OEM support offering specified in the applicable Order Forms and made available to OEM in support of licenses ordered by Partner for its End Users under the Agreement (excluding the Test and Demonstration licenses described in Exhibit C-1) as stated in the SAP OEM Support Schedule found at http://www.sap.com/corporate-en/our-company/agreements/western-europe as of the Effective Date of the Order Form (please select "Support Agreements" – "OEM

Support Services" – "SAP OEM Support Schedule").   Licensor provides OEM Support to OEM in support of its End Users.   Such OEM Support Schedule is incorporated herein by reference and made a part hereof. Licensor recommends Licensee prints a copy of the applicable SAP Support Schedule for Licensee's own records.

"Order Form" means any OEM order form, amendment, addendum, schedule or annex thereto mutually executed by Licensor and Partner for the Software or subscription services ordered by Partner hereunder, including information on Software or Subscription Service, support fees, and such other terms and conditions as mutually agreed upon by the parties in writing. All Exhibits or schedules referenced in the GTCs or Program Schedule may be attached to an Order Form.

"Program Schedules" means the applicable Program Schedules made available at: http://www.sap.com/agreements/western-europe referenced in the Order Form and current as of the effective date of such Order Form. The Program Schedules provides certain rights and obligations with respect to the Software, subscription services and/or support service, that are in addition to or different from those set forth herein.

"Release" means (i) a "major release" that includes architectural changes and may be identified by a change of the release numeral to the left of the decimal point (e.g., 3.0) ("Major Release"), (ii) a "minor release" that includes improvements and bug corrections and may be identified by the release numeral to the right of the decimal point (e.g., 3.1) ("Minor Release"), and (iii) a "maintenance release" indicating a bug correction or patch and may be identified by a change of the release numeral two digits to the right of the decimal point (e.g., 3.12) or otherwise designated as "SP" or "Service Pack" ("Maintenance Release"). Any Major Release, Minor Release and Maintenance Release made generally available by Licensor under OEM Support after the Effective Date are collectively referred to as "New Releases".

"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 this Agreement.

"Software" means, collectively, (i) the object code versions of the software programs identified in Exhibit A attached hereto or to any Order Form, along with the Documentation, if applicable, all as developed by or for SAP SE, Business Objects Software Limited, Sybase, Inc, iAnywhere Solutions, Inc, and/or any of their Affiliates and delivered to Partner hereunder; (ii) any New Releases thereof subject to unrestricted shipment that are on Licensor's OEM Product List and made generally available by Licensor to its partners as part of OEM Support and (iii) any complete or partial copies of any of the foregoing.

"Software Use Rights" means, with regard to Software or other subscription services specified in an Order Form, the SAP OEM Software Use Rights Schedule current as of the effective date of the applicable Order Form, a copy of which are found at: http://www.sap.com/agreements/western-europe (please select "Software Use Rights Agreements" => "English" => "SAP OEM Software Use Rights (English)"). The Software Use Rights provide additional or supplemental terms and conditions in connection with the Use of the Software as specified in the Program Schedule or Order Form. Such Software Use Rights are incorporated herein by reference. SAP recommends Partner and End User print a copy of the Software Use Rights for their respective records.

"Standalone Use" means the Software (and any corresponding Third Party Software) licensed under the Agreement may only be used with or access, directly or indirectly, Partner Products and any other Software or Third Party Products licensed under this Agreement.

"Third Party Products" means any software product (including, without limitation, address directories) licensed under the Agreement in which proprietary rights are held by someone other than Licensor, SAP SE and/or their respective Affiliates.

"Territory" means except as otherwise specified in the applicable Order Form, all the countries in the world, subject to Section 10 of this Agreement (Import and Export Control).

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

References to "Exhibits" shall include all sub-exhibits of such Exhibit (i.e. references to Exhibit A will include Exhibits A-1, A-2 and A-3 etc) and such Exhibits may be attached to this Agreement, Program Schedule or any Order Form.

2. GRANT OF RIGHTS

2.1   Program Schedules. The Agreement provides Partner certain rights and obligations with respect to specific SAP partner programs, all as specified in the Program Schedule(s). The parties may, but are under no obligation to, execute multiple Program Schedules, or Order Forms each referencing different Program Schedules, in order for Partner to join different SAP partner programs.

2.2   Grant of Licenses.

(a)   Integration License. Subject to the terms of this Agreement, Licensor grants Partner during the term of this Agreement a nonexclusive, nontransferable right to use in the Territory the Test and Demonstration license described in Exhibit C-1 to the Software to develop an Integration between the Software and the Partner Products, and to make copies of the Software or other Licensor Materials for such Integration purposes.

(b)   Evaluation License. Subject to the terms of this Agreement, 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 Product to prospective End Users up to a maximum of 60 days (unless otherwise approved by Licensor 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.

(c)   Distribution and Resell License. Subject to the terms of the Agreement and if specified in the applicable Program Schedule, Licensor further grants to Partner such other non-exclusive, non-transferable right to use, license, offer for license, resell and/or otherwise distribute the Software (including the Integration) solely in accordance with the license grant specified in the applicable Program Schedule.

2.3   Restricted License.

(a) Partner may market and sublicense the Software (including the Integration) only for Standalone Use (except as otherwise set forth in the applicable Order Form) and in conjunction with the Partner Products pursuant to the licensing and use restrictions as set forth in this Agreement, the Software Use Rights, and such other terms as set forth in the specific Exhibit A for the applicable Software. Any Third Party Products contained in or provided with the Software may only be used as part of the Software. The End User Licenses shall permit the End User's use of the Software only with the Partner Products, and to the extent Partner Products consists of software ("Partner Applications"), for the sole purpose of enabling performance of the Partner Applications and integrating data from Partner Applications, with data access limited to data created or necessary to enable the functionalities of the Partner Products (referred to as a "Restricted License").

(b) It is the intention of the parties that Partner Products that are software must add significant and primary additional functionalities to the Software in order to qualify as Partner Product. Partner warrants that Partner Products provide significant and primary additional functionalities to the Software.

(c) Software licensed under the Agreement shall not access, directly or indirectly, in any manner whatsoever, any third party runtime database acquired from Licensor or its Affiliates or any of its respective resellers or distributors ("Database Restriction"). The foregoing Database Restriction does not restrict the Software from accessing any other software and/or third party software that is a business application licensed from Licensor or its Affiliates or any of its respective resellers or distributors under a separate agreement, on a business process layer via APIs. For clarification, this Agreement does not contain a license to use, directly or indirectly, any Licensor or its Affiliates' software or other third party software (including without limitation, third party runtime database) not listed in Exhibit A ("Non-Licensed Software"). Any use or access of the Non-Licensed Software, directly or indirectly, is subject to its respective license agreement which grants direct license rights to such software.

(d) Partner shall use commercially reasonable efforts to ensure that its End User, distributor, reseller or Partner Affiliate are not in breach of this Section 2.3(a) through (c). In the event Partner becomes aware that an End User, distribution, reseller or Partner Affiliate is violating the limitations imposed on this Section 2.3(a) through (c), Partner shall promptly notify Licensor of such. Partner shall reasonably cooperate with Licensor to enforce the limitations imposed according to this Section 2.3(a) through (c) to the fullest extent possible.

3. GENERAL OBLIGATIONS OF AND LIMITATIONS TO PARTNER

3.1   End User License. Partner shall secure the End User's consent to an End User License with terms not less protective of Licensor than the following. Partner shall ensure that the terms of the End User License are fully effective and binding as required under applicable laws and regulations in the country, territory or jurisdiction in which Partner is licensing or providing access to the Software, whether directly or indirectly.

(a)   The End User is only granted a non-exclusive, perpetual (except for subscription based or term licenses) license to use the Software, Documentation, and other SAP Materials in the Territory to run the End User's internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations;

(b)   The End User is obligated to comply with the limitations imposed on it according to Section 2.3 above and the Software Use Rights;

(c)   End User is not permitted to (i) modify, adapt, translate, process, arrange or otherwise rework the Software or make derivative works of the Software, nor (ii) to reproduce the results achieved from any of these acts, unless, in each case of (i) and (ii), such acts are necessary for the rectification of   defects preventing or impairing the designated use of the Software and Licensor or Partner has not offered, upon notification by End User of any such defect to Licensor and Partner in writing, rectification within a reasonable period and subject to the then current reasonable terms, conditions and prices offered by Licensor or Partner for performing such rectification or has not performed the rectification within a reasonable time period after having been commissioned by End User to do so.   Any unauthorized works listed in (i) or (ii) above developed by End User, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of Licensor or the respective Affiliates, and End User hereby assigns all rights in them (including moral rights) to Licensor or its designated Affiliates. To the extent that Intellectual Property Rights embodied therein are not eligible to be transferred by operation of the law, Licensor or its Affiliates shall be granted exclusive rights to use to the widest extent lawfully possible; and

(d)   End User shall not disassemble, reverse engineer or decompile, nor otherwise create or attempt to create the source code from the object code of the Software in any manner; unless such action is indispensible in order to obtain information necessary to achieve interoperability of the Software with an independently created computer program and End User has not been provided such information, despite a written request, within a reasonable period of time. Information obtained through such action may not: (i) be used for purposes other than to achieve interoperability; (ii) be given to third parties, unless this is necessary to establish interoperability; or (iii) be used for the development, creation or marketing of programs similar to the Software;

(e)   End User shall treat Licensor's Confidential Information in a manner that is at least as protective to Licensor as the rights and restrictions set forth in this Agreement.

(f)   End User agrees to a provision with respect to limitations on Software warranties, indemnities and liability which is consistent with the limitations on Licensor's Software warranties, indemnities and liability under this Agreement in that it does not impose any obligations or liabilities on Licensor beyond the terms of this Agreement);

(g)   End User agrees to enable Partner or Licensor to perform audits with regards to the usage of the Software at the End User's sites. A specific reference to Licensor is not required.

3.2   Partner's Business Practices. Partner shall avoid deceptive, misleading or unethical practices. Partner shall make no representations or warranties on behalf of Licensor except as Licensor may itself provide or approve in writing.

4. PAYMENT AND TAXES

4.1   Orders, Fees and Payment terms.

(a)   Partner will independently establish prices and terms for the Software, provided such terms include those required by the Agreement. Partner shall order the Software and services according to Licensor's standard procedures. Any amounts payable under this Agreement and invoiced by Licensor shall be due within thirty (30) days of the invoice date. Partner agrees that all fees due to Licensor shall not be used to reduce, offset, or make contingent any payments due to Licensor. Partner can offset claims only if they are uncontested or awarded by final and binding court or arbitration court order.   All payments made hereunder are non-refundable.

(b)   If Partner fails to pay any fee or other amount payable by it on its due date, Licensor may, in addition to any other rights it may have in law or in equity, at its sole discretion, suspend all or a portion of Partner's rights under this Agreement in whole or in part with respect to any or all of the Software until such time as any outstanding amount has been received by Licensor.

4.2   Currency; Interest. Partner shall pay for fees in the amount and currency as agreed between the parties set forth in the Agreement. Payments made under this Agreement after their due date will incur interest at the applicable statutory interest rate. The currency exchange rate shall be based on the official fixing of the European Central Bank at the last business day of the month in which the Partner invoices the End User.

4.3   Taxes.

(a)   All federal, state or local sales, VAT, GST, foreign withholding (including foreign income withholding), use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which (except income or corporate taxes) shall be borne by Partner. If any such Taxes have to be withheld or deducted from any payment under this Agreement, Partner will increase payment under this Agreement by such amount as shall ensure that after such withholding or deduction Licensor shall have received an amount equal to the payment otherwise required.

(b)   Income taxes will be borne by Licensor. If Partner is required to withhold income or corporation tax or a similar tax from any payment to Licensor under this Agreement, Partner shall be entitled to withhold or deduct such tax from the gross amount to be paid. However, Partner shall use all endeavors to 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 Licensor a receipt from the relevant authority to which such withholding tax has been paid and all other information and documents reasonably necessary or expedient in order to enable Licensor to apply for a tax credit against its income tax.

4.4   Delivery. Subject to the terms and conditions of the Agreement, Licensor will deliver the Software and support by making it available for electronic download through the SAP ServiceMarketPlace (http://support.sap.com/swdc) or such other network to Partner or its End User as the case may be.   The Software is deemed delivered (including but not limited for purpose of fixed delivery dates) and the risk of loss passes at the time of such electronic delivery and has informed the Partner or the End User, as the case may be, of such download availability. Partner agrees not to request any physical delivery of Software or support and should it occur that 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 support.

5. REPORTS AND AUDITS

5.1   Payment Reports. Within twenty (20) days after the close of each calendar quarter or as otherwise specified in Exhibit C, Partner will deliver to Licensor a report which will provide all information reasonably required by Licensor identifying each End User 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 Licensor for the period being reported, including without limitation: (i) license information (material code/software description, license quantity, license metric, and associated license fee due Licensor), and (ii) applicable support plan (as defined in Exhibit C-1) and/or 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 Licensor even if the license and support fees due is less than the minimum license fee set forth Exhibit C. Partner shall submit the payment report electronically via a reporting tool made available by Licensor to Partner. Licensor 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. Any changes or corrections to the reports submitted to Licensor can only be made within thirty (30) calendar days.

5.2   Audits. During the term of this Agreement and for two (2) years thereafter, Partner will maintain relevant records regarding Partner's activities under the Agreement, including the compliance with the license terms applying to Software, the calculation of the fees due under this Agreement, third party payments or other costs of sale related to the license sale, and the accurateness and completeness of the payment or royalty reports submitted to Licensor under this Agreement. Upon Licensor's request, Partner will make such records of Partner and its representatives available to Licensor or Licensor's independent auditor, at Licensor's expense. All such records will be subject to Section 7.5 (Confidential Information). In the event any such audit reveals that Partner has underpaid Licensor by more than five percent (5%) for the period covered by the audit, then, Partner shall pay Licensor the reasonable cost of the audit. In the event Partner or Licensor discovers that the use of Software by any End User has exceeded the licensed level, Partner shall be obligated to pay Licensor the applicable fees as if the additional licenses were included in the original royalty or payment reports for the period during which the licenses were first used. Partner shall use reasonable efforts to obtain the approval of the End User to enable Licensor or any third party authorized by Licensor to carry out system measurements at the systems of the Partner´s customers, directly.

6. SUPPORT

6.1   End User Support by Partner. Partner will be responsible for providing direct technical support for the Software to End User licensed from Partner, its Affiliates, distributors or resellers. Partner's technical support personnel shall include persons trained and certified on the Software as specified in the OEM Support Schedule. Training and qualification will be at Partner's expense and at Licensor's then-current published rates.

6.2   OEM Support. Partner will designate its technical contact representatives ("Named Contacts") to whom Licensor (or its Affiliates) will provide access to OEM Support for the supported Software during the term of this Agreement, provided that Partner has paid the OEM Support fee specified in Exhibit C-1. OEM Support is provided to Partner only and is described in Exhibit C-1.   During the term of this Agreement and as part of OEM Support, Licensor will make available to Partner New Releases, if and when such Releases are made generally available by Licensor under OEM Support.

6.3   New Releases. Partner shall not provide New Releases to any existing licensed End User unless the applicable support fees for the New Releases as set forth in Exhibit C for such End User have been paid to Licensor.

6.4   No End User Support. Licensor has no obligations to provide any support or New Releases to End Users directly.

7. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

7.1   Intellectual Property Rights. The Software, Licensor Materials, Modifications, and all Intellectual Property Rights embodied in the foregoing, shall be the sole and exclusive property of Licensor or its Affiliates, or their licensors. All rights not expressly granted in this Agreement are reserved by Licensor.

7.2   Trademarks.

(a)   Subject to Partner's in compliance with the terms of the Agreement, Licensor grants to Partner during the term of the applicable Order Form a revocable, nonexclusive, nontransferable license to use the appropriate SAP partner logo included with the SAP OEM Partner Branding and Communication Guidelines, a copy of which can be found at: http://partner.sap.com/partnerlogo, in accordance with the terms of this Section 7.2. This license to use the SAP partner logo that Licensor makes available to Partner includes the right to use the SAP corporate logo as part of the SAP partner logo (both referred to as "**SAP Logos**"). Partner is not permitted to grant sublicenses to the SAP Logos.

(b)   When using SAP Logos, Partner must adhere to all requirements and obligations of SAP Branding Guide, including, without limitation, observe Licensor's directions concerning the colors and size of the SAP Logos. Partner shall not remove, delete or in any manner alter the Trademarks or any other Intellectual Property Rights notices of Licensor, SAP SE, their respective Affiliates or licensors, if any, appearing on the Software or Licensor Materials as delivered to Partner.

(b)   Partner shall not contest the validity of the SAP Logos or support the contesting of its validity and shall not derive any right against Licensor or any of its Affiliates through its use of SAP Logos. When using SAP Logos, Partner must indicate that the SAP Logos are registered trademarks of SAP SE or its Affiliates. In this context, Partner acknowledges that SAP SE is the sole owner of rights in the SAP Logos. Partner undertakes to make all those declarations and provide all those documents for the benefit of Licensor, or any of its Affiliates as Licensor or SAP SE or any of their respective Affiliates may require in the prosecution of its rights in the SAP Logos.

(c)   Licensor, SAP SE and their respective Affiliates have the sole and exclusive right to protect and defend the SAP Logos at its sole discretion, cost and expense. Partner will reasonably cooperate with Licensor, at Licensor's expense, in the defense and protection of the SAP Logos and will promptly notify Licensor of the use of any mark infringing any of the SAP Logos of which it has knowledge.

(d)   All advertising and sales material used by Partner for the Software, unless the Software is embedded into a Partner Application, must bear the notices prescribed by Licensor or its Affiliates concerning Trademarks and other identifying marks. Partner must refrain from (i) registering Licensor, SAP SE or any of their respective Affiliates' name (including, in both cases, any domain name or Trademarks) or SAP SE's logo or any logo of its Affiliates (including, in both cases, any names, logos, domain names or Trademarks which are confusingly similar to any of them) for itself or (ii) permitting third parties to use or otherwise exploit SAP's name, logo or trademark or any name, logo or Trademark of Licensor, SAP SE or any of their respective Affiliates (including, in both cases, any name, logo, Trademark or domain name which are confusingly similar to any of them). Partner must, at Licensor's choice, either transfer any rights regarding such name, logos, Trademarks and domain names to Licensor, SAP SE or their respective Affiliates as soon as they arise or permit Licensor, SAP SE or their respective Affiliates to exploit them. Partner must afford Licensor and any of its Affiliates such assistance as may be necessary for Licensor or its Affiliates to obtain at Licensor's expense the appropriate registrations for protection in any chosen country.

(e)   Licensor and its respective Affiliates reserve the right to review the use of the SAP Logo in Partner's marketing, advertising and other promotional materials. Partner must make no representations regarding the Software except as consistent with the Documentation or as Licensor may otherwise approve in writing.

7.3   Modifications/Add-ons.

(a)   Modifications. Except for Add-Ons, Partner shall not modify, adapt, enhance, localize, translate or make derivatives of the Software and Licensor Materials.

(b)   Add-ons.

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

(ii)   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 End Users with access to the Software to which End Users are not directly licensed; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor disclose any Licensor Confidential Information; nor change the source

code to the Software; nor use or access the Software in order to develop any application or interface functionality that accesses the Software or database used with the Software in any other manner other than in the manner provided by Licensor's API.

(iii) Any SAP SDK provided for the modification or customization of specified Software may not be used to modify or customize any other software from Licensor or its Affiliates, Partner or any other third party. Licensor does not provide Apple's iOS SDK to Partner, however certain SAP SDKs provided for use to develop mobile applications for iOS if licensed under Exhibit A of this Agreement may include iOS related software. With respect to an SAP SDK that is for iOS, Licensor's licenses under this Agreement to use such SAP SDK for iOS are strictly limited to use within Partner's own applications created by Partner only for specific use with iOS mobile applications pursuant to an Apple iOS Developer Program License Agreement or an Apple iOS Developer Program Enterprise License Agreement ("Program Agreement"). Partner guarantees that it has entered in to a Program Agreement with Apple and that it will maintain such Program Agreement throughout the term of this Agreement. Partner is prohibited from redistributing the SDK provided by Licensor hereunder or any part thereof.

(v) Partner covenants, on behalf of itself and its successors and assigns, not to assert against Licensor or its Affiliates, 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 SAP Software accessed by such Modification developed by or on behalf of Partner or Partner Add-on.

7.4   Reverse Engineering, Source Code. Partner shall not duplicate, disassemble, decompile, de-obfuscate, reverse engineer nor otherwise create or attempt to create the source code from the object code of the Software or Licensor Materials in any manner unless such action is indispensible in order to obtain information necessary to achieve interoperability of the Software with an independently created computer program and End User 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, in particular 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 shall first provide written notice to Licensor and permit Licensor, 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).   Partner shall have no right to the source code of any Software.

7.5   Confidential Information.

(a) Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. The receiving party shall take all reasonable steps to keep Confidential Information strictly confidential; shall not disclose any Confidential Information to any person other than its Representatives who are involved in the performance of this Agreement; shall not use Confidential Information for any purpose other than in connection with the parties' performance of this Agreement; and shall not disclose to any person (other than its Representatives) any information about this Agreement. As used herein, "Representatives" shall mean (i) employees of Receiving Party and its Affiliates; (ii) attorneys, accountants, or other professional business advisors; and, (iii) employees of any entity who are directly involved in the performance of obligations under this Agreement. The Receiving Party shall be responsible for any breach of the terms of this Agreement by it or its Representatives. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (i) is independently developed by receiving party without reference to the disclosing party's Confidential Information, (ii) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (iii) has become generally available to the public without breach of this Agreement; (iv) at the time of disclosure was known to the receiving party free of restriction; or (v) the disclosing party agrees in writing is free of such restrictions.

(b) In the event that the receiving party or any of its Representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt notice of such request or requirement in order to enable the disclosing party (i) to seek an appropriate protective order or other remedy; (ii) to consult with the receiving party with respect to the disclosing party's taking steps to resist or narrow the scope of such request or legal process; or (iii) to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the receiving party or its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and to require that all Confidential Information that is so disclosed will be accorded confidential treatment. Licensor's and Partner's liability for any breach of the foregoing confidentiality undertakings shall not be subject to any liability limitation otherwise applicable under this Agreement.

(c) Partner shall not disclose the terms and conditions of the Agreement or the pricing contained herein to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Partner agrees that Licensor may use Partner's name in customer or partner listings or, at times mutually agreeable to the parties, as part of Licensor's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Licensor will make reasonable efforts to avoid having the reference activities unreasonably interfere with Partner's business.

7.6   Partner shall promptly inform Licensor if it becomes aware of any third party that has acquired or markets, sells, or uses the Software or Licensor Materials without authorization. In such event, Partner must reasonably assist Licensor in the pursuance of Licensor's rights. Partner must temporarily stop licensing the Software to any such third party unless and until such ambiguity is resolved to Licensor's satisfaction.

7.7   The parties recognize that either party has the right to develop independently software or services that would compete with the other party's software or services without use of any Confidential Information disclosed by such other party hereunder. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with Confidential Information disclosed hereunder. The term "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. Neither party shall 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, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

8. INDEMNIFICATION

8.1 Third Party Rights.

(a) Licensor shall defend Partner against claims brought against Partner in the Territory to the extent such claim (i) is brought by a third party owner of the intellectual property giving rise to the claim and (ii) alleges that Partner's distribution of the Software in accordance with the terms and conditions of this Agreement constitutes a direct infringement or misappropriation of a patent claim(s), copyright, trademark or trade secret rights. Licensor will pay damages finally awarded against Partner (or the amount of any settlement Licensor enters into) with respect to such claim. Licensor's obligations under this Section 8.1(a) are conditioned upon: (i) Partner notifying Licensor in writing of any such alleged claim without undue delay, and (ii) Partner authorizing Licensor to have sole control over the defense or settlement of any such claim, and (iii) Partner cooperating fully in the defense of such claim and providing Licensor with all relevant information and reasonable support, and (iv) Partner not undertaking any action in response to any infringement, or alleged infringement, of the Software that is prejudicial to Licensor's rights. Licensor expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights.

(b) Licensor shall have no obligation under Section 8.1(a) if the claim results from (i) Software or Documentation that has been altered by anyone other than Licensor or (ii) failure to use a New Release promptly provided by Licensor if such infringement or misappropriation could have been avoided by use of the New Release, or (iii) unlicensed activities by Partner (or its End User). Further, Licensor shall have no obligation under Section 8.1(a) for a claim which could have been avoided if Partner had not used the Software or Licensor Materials in combination or conjunction with any software, data or systems not provided by Licensor.

(c) If an infringement or misappropriation of the intellectual property rights of a third party by the Software in accordance with Section 8.1 above is alleged or, in the reasonable opinion of Licensor, an infringement or misappropriation of the intellectual property rights of a third party is likely to occur or be alleged, Licensor may, at its discretion:
  (i) procure for Partner the continued right to use the Software at no additional charges to Partner, or

  (ii) modify the Software or substitute alternative substantially equivalent non-infringing programs and supporting Documentation for the Software, or

  (iii) if none of the foregoing alternatives can be achieved at a reasonable cost, Licensor may terminate the Agreement and refund the prices paid by Partner less an appropriate amount covering the period of actual use of the Software by the Partner.

8.2 Indemnification by Partner. If an action is brought against Licensor and/or its Affiliates by a third party arising from (a) any taxes and related costs, interest and penalties paid or payable by Licensor and/or its Affiliates, (b) Partner or its Affiliates' breach of Sections 3.1, 3.2, 7.2-7.5, 10, 11 or 12 of this Agreement, including, without limitation, any action in excess of Partner's authority hereunder, (c) any agreement between Partner and its distributors, resellers or End Users, or (d) a claim that any Partner Product infringes, misappropriates or violates any patent, copyright or trademark of any third party or Partner's combining (or its authorizing others to combine) the Software with any products not provided by Licensor, then Partner shall defend Licensor and its Affiliates, at Partner's expense, and shall pay any settlement amounts Partner authorizes and all damages, costs and attorneys' fees finally awarded against Licensor and/ or its Affiliates in the action.

8.3 THE PROVISIONS OF SECTION 8.1 STATE THE SOLE, EXCLUSIVE AND ENTIRE LIABILITY AND OBLIGATION OF LICENSOR TO PARTNER, AND PARTNER'S SOLE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS THAT MAY ARISE OR IN ANY WAY RELATED TO THE SOFTWARE, LICENSOR MATERIALS, OR DOCUMENTATION. The liability limitations contained in Section 15 below shall apply to all claims made under Section 8.1. Any limitations to the liability and obligations of Licensor according to Sections 8.1 and 8.3 shall also apply for the benefit of SAP's Affiliates and their respective licensors.

9. TERM AND TERMINATION

9.1 This Agreement is entered for an initial term as described in Exhibit C-1 ("Initial Term"), unless earlier terminated as set forth herein. The Agreement may be extended by a term to be defined upon mutual written agreement of the parties only.

9.2 This Agreement and the license granted under this Agreement may be terminated by either party for good cause upon written notice to the other in accordance with the following:

(a) thirty days after Licensor gives Partner notice of Partner's breach of any provision of the Agreement (other than Partner's breach of its obligations under Sections 2.2, 2.3, 7.1 - 7.5, 10, 11, 12 or 13.1, which breach shall give right to immediate termination), unless Partner has cured such breach during such thirty day period;

(b) immediately if Partner does not pay on the due date any amount payable to Licensor unless payment is made within 30 days of its due date;

(c) immediately if (1) Partner commences negotiations with one or more of its creditors with a view to rescheduling major parts of its indebtedness or (2) Partner files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

9.3 For the avoidance of any doubt, termination of the Agreement shall strictly apply to all licenses under the Agreement and Order Form(s) and any partial termination of the Agreement by Partner shall not be permitted in respect of any part of the Agreement or Order Forms.

9.4   Obligations on Termination.

(a)   Any terms of this Agreement which by their nature extend beyond the day this Agreement ends remain in effect until fulfilled, in particular any terms protecting Confidential Information and the Intellectual Property Rights of SAP and its Affiliates, and apply to respective successors and assignees.

(b)   Upon termination or expiration of this Agreement for any reason:

(i)   Partner shall immediately cease marketing, distributing or licensing the Licensor Materials to any third party, including renewing any subscription based license agreements with existing customers;

(ii)   Partner shall immediately cease (a) use of all Licensor Materials and Confidential Information, and (b) to identify itself as an authorized Partner for Licensor or otherwise affiliated in any manner with Licensor;

(iii)   Partner may use its Test and Demonstration licenses of the Software to provide support to its End Users and for archival purposes subject to Partner continuing compliance with the terms of the Agreement;

(iv)   any fees previously paid by Partner are non-refundable;

(v)   any paid-up perpetual license to the Software previously granted to an End User on an on-premise basis shall survive according to the terms of such license; and

(vi)   Partner may request to receive, and Licensor may agree to provide for a limited time, support services for the Software after the termination of this Agreement upon mutual agreement in writing.

9.5   Within 30 days after any termination or expiration of the Agreement, Partner shall irretrievably destroy or upon Licensor's request deliver to Licensor all copies of the Licensor Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period.   Partner must certify to Licensor in writing that it has satisfied its obligations under this Section. Termination shall not relieve Partner from its obligation to pay fees that remain unpaid. Partner agrees that communications to End Users and any publications/press releases regarding such termination shall be mutually agreed in writing prior to distribution.

10.   IMPORT AND EXPORT CONTROLS

10.1   Partner is responsible for complying with all applicable regulations restricting import, export, re-export, transfer or release to certain entities or destinations ("Export Regulations"). The Licensor Materials are subject to the export control laws of various countries, including without limit the laws of Ireland, United States, EU and Germany.

10.2   Partner agrees that it will not submit the Licensor Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of Licensor and will not export, re-export or import any Licensor Materials to countries, persons or entities prohibited by any applicable export law.   Partner will take all necessary actions and precautions to ensure that any permitted distributor, reseller, end user and other customer complies with the export regulations.

10.3   If Licensor delivers any Licensor Materials directly to Partner and/or End User, Partner will support Licensor in obtaining any required authorization and/or approval from the competent authorities by providing information and/or declarations, e.g. End User certificates, as may be requested by Licensor. Partner acknowledges that the delivery of Licensor Materials may be subject to the prior obtaining of export and/or import authorizations from the competent authorities and that this process may considerably delay or prevent the delivery of Software and Documentation and/or impact Licensor's ability to provide support services.

10.4   With respect to any Licensor Materials delivered by Partner to an End User, 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. Licensor assumes no responsibility or liability for Partner's failure to obtain any such required authorization or approval. Partner acknowledges that in case Licensor delivers any Licensor Materials directly to End Users, Section 10.3 above applies especially, without limitation, regarding the provision of support services. Licensor will, upon Partner's reasonable request, provide any required information regarding any Licensor Materials originally provided by Licensor to Partner. The SAP Software ECCN Matrix can be found at: http://service.sap.com/sap/support/notes/1971728.

10.5   This Section 10 shall survive the expiration or earlier termination of this Agreement.

11.   PARTNER'S COMPLIANCE OBLIGATIONS

11.1   Partner shall 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 shall 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, proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

11.2   In exercising rights and obligations under this Agreement, Partner and anyone acting on Partner's behalf shall not make, offer, promise or authorize payment of anything of value directly or indirectly to any of the following Prohibited Parties for the purpose of unlawfully influencing their acts or decisions:

- Employees, consultants, or representatives of the customer or prospect,

- Government officials or employees,

- Political party officials or candidates,

- Officers or employees of any public international organization,

- Immediate family member of such persons (or any other person) *for the benefit* of such persons

Business entertainment conducted for the fulfillment 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.

11.3   Partner shall only have rights to delegate its obligations under this Agreement to subcontractors if expressly permitted under this Agreement. Partner shall require all subcontractors to agree to terms substantially similar to this Section 11 in writing.   Partner must obtain Licensor's prior written consent before paying any third party a commission, finder's fee, referral fee, success fee, or any similar payment for activities for purposes of securing business on behalf of Licensor under this Agreement, except pursuant to Partner's standard partner programs.

11.4   Partner shall not obtain on Licensor´s behalf or provide to Licensor or its Affiliates any information which is not legally available in the Territory, or which is procurement-sensitive, proprietary, or classified, where there is reason to believe that possession of such information is unauthorized, illegal, or unethical.

12.   DATA PROTECTION

12.1   Each party agrees to observe any applicable data protection laws and the terms set forth in Exhibit D of this Agreement.

13.   MISCELLANEOUS

13.1   Assignment. This Agreement may be assigned by Licensor to any entity which assumes its obligations or acquires ownership of or the right to use and license the Software. Neither this Agreement, nor any right or obligation hereunder, may be assigned, transferred, delegated or subcontracted, by operation of law or otherwise, in whole or in part, by Partner without Licensor's prior written consent, such consent not to be unreasonably withheld. Due to the importance of Partner's ownership and management, a Change of Control of Partner shall be deemed an assignment of this Agreement. "Change of Control" of Partner shall mean a transaction or series of transactions (i) pursuant to which Control of Partner is acquired by persons or entities other than those who Control Partner on the Effective Date of this Agreement, or (ii) resulting in the sale of all or substantially all of Partner's assets or all or substantially all of Partner's assets utilizing any Software or Licensor Materials. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns. Any attempted assignment or transfer of this Agreement is in violation of this Section is void.

13.2   Non-Exclusivity; Independent Contractors. The relationship of Licensor and Partner is that of independent contractors. This Agreement does not give either party the power to assume any obligation on behalf of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent, or otherwise participants in a joint or common undertaking. This is a non-exclusive relationship.

13.3   Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between Licensor and Partner, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. Each party is entering into this Agreement with its own independent investigation and not as a result of any representation of the other party not contained herein. Any additional or different terms in Partner's documents (including any preprinted terms contained on purchase orders) are hereby deemed to be material alterations and notice of objection to, and rejection of, them is hereby given, and such additional or different terms shall be void. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures.

13.4   Amendments; Waivers. This Agreement may not be modified or any term or condition waived except in a writing signed by a duly authorized representative of each party. This also applies to any waiver of the written form requirement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof.

13.5   Force Majeure. Except for a party's payment obligations, neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, earthquake, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority.

13.6   Publicity. The terms of this Agreement are confidential. No press release or other like publicity regarding this Agreement may be made without the other party's approval.

13.7   Notices. All notices or reports provided by one party to another under this Agreement shall be in writing and delivered to the applicable addresses set forth in this Agreement or applicable Order Form. Notices provided by Partner to Licensor shall be sent to the attention of: SAP Legal Department. Notices may be sent by facsimile transmission, email or exchange of letters to the address, email address or facsimile number of the respective parties set forth in any Order Form.

13.8   Hierarchy. The following order of precedence (in descending order of priority) shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Order Form, as amended by Addendum to the Agreement; (ii) the exhibits or schedules attached to, or referenced in, the Agreement; (iii) Software Use Rights, and (iii) this Agreement (excluding applicable exhibits and schedules attached or referenced thereto).

14.   WARRANTIES AND DISCLAIMER

14.1   Licensor warrants that the Software will substantially conform to the specifications contained in the Documentation for six months following delivery of the Software. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) if the nonconformance is caused by a Modification, Add-On (other than a Modification or Add-on made by Licensor and which is provided through OEM Support or under warranty), Partner, End User, Third Party Products or any software not provided by Licensor. Licensor does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Partner or End Users' business requirements. To the extent the problem is reported by an End User, Partner shall procure that its End User provides Licensor with sufficient test time and support to duplicate the problem, to verify that the problem is with the Software, and to confirm that the problem has been corrected. Provided Partner notifies Licensor in writing with a specific description of the Software's nonconformance within the warranty period and provided Licensor validates the existence of such nonconformance, Licensor will, at its option either: a) repair or replace the nonconforming Software, or b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. This is Partner's sole and exclusive remedy under this warranty.

14.2 <u>Express Disclaimer</u>. EXCEPT AS SET FORTH IN WRITING IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WITH RESPECT TO THE SOFTWARE AND ANY OTHER MATERIALS OR SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION (A) OF MERCHANTABILITY, (B) OF MERCHANTABLE OR SATISFACTORY QUALITY, (C) OF FITNESS FOR A PARTICULAR PURPOSE, (D) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, OR (E) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FOR THE AVOIDANCE OF DOUBT NOTHING IN THIS CLAUSE 14.2 SHALL EXCLUDE ANY RIGHTS IMPLIED BY SECTION 12 OF THE IRISH SALE OF GOODS ACT 1893 (AS AMENDED BY THE SALE OF GOODS AND SUPPLY OF SERVICES ACT, 1980).

15. LIMITATION OF LIABILITY

15.1 Neither Licensor nor its licensors will be responsible under this Agreement for: (i) the modification, enhancement or other improvement of the Software to fit the particular requirements of Partner or End Users, or (ii) the correction of any program errors as a result of misuse of the Software by anyone other than Licensor. Under no condition will Licensor or its licensors be responsible under this Agreement for preparation or conversion of data into the form required for use with the Software.

15.2 UNDER NO CIRCUMSTANCES SHALL LICENSOR OR PARTNER BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE LICENSE FEES PAID BY PARTNER TO LICENSOR FOR THE SOFTWARE DIRECTLY CAUSING THE LIABILITY DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS MADE. UNDER NO CIRCUMSTANCES SHALL LICENSOR OR ITS LICENSORS BE LIABLE FOR LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

15.3 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

15.4 The limitations and exclusions in Section 15.2 shall not apply to (i) willful misconduct or fraud, personal injury or death caused by negligence, (ii) unauthorized use or disclosure of Confidential Information, (iii) breach or violation of Licensor or its Affiliates' Intellectual Property Rights, (iv) fees owed under this Agreement, (v) Partner's obligations under Section 8.2 of this Agreement, or (vi) any other liability which cannot be excluded or limited by applicable law.

15.5 Claims. Neither party will bring a legal action under this Agreement more than two years after the cause of action arose.

16. GOVERNING LAW

This Agreement shall be construed, and the legal relations between the parties hereto shall 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 shall prevail and govern. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is Ireland.

17. SEVERABILITY; INJUNCTIVE RELIEF

17.1 The terms of this Agreement are severable. If any term hereof is held invalid, illegal, or unenforceable for any reason whatsoever, such term shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining terms shall not in any way be affected or impaired thereby.

17.2 Both parties acknowledge that damages may be inadequate to provide Licensor or Partner with full compensation in the event of Partner's material breach of Licensor, SAP SE or their respective Affiliates' Intellectual Property Rights or Confidential Information under Sections 7.1 through 7.5 or Licensor's material breach of Section 7.5 with respect to Partner's Confidential Information, and that the non-breaching party shall therefore be entitled to seek injunctive relief in the event of any such material breach.