SAP PartnerEdge
General Terms and Conditions for Open Ecosystem – Build
("Build Open Ecosystem GTC")

1. DEFINITIONS

Capitalized terms are defined in the Glossary. Other capitalized terms not defined in the Glossary may be defined elsewhere in this Build Open Ecosystem GTC.

2. ENGAGEMENT MODEL

2.1. Subject to Open Ecosystem Member's compliance with all Program Requirements at all times during the term of this Build Open Ecosystem Model, including the Program Guide and Communication Guide as set forth in the Program Guide, SAP will provide to Open Ecosystem Member services as described in the Program Guide. Subject to Section 11, SAP may change, add or stop the Build Open Ecosystem services or elements thereof upon prior written notice to the Open Ecosystem Member, e.g. via web-based publication of an applicable Open Ecosystem Program Guide which will be incorporated herein by reference. Each Party agrees to cooperate reasonably with the other Party under the Agreement.

2.2. The Agreement does not grant Open Ecosystem Member:

(a) any right to use or access any SAP Software or Cloud Service for testing, development, demonstration or production use. Any use of Software or Cloud Service by Open Ecosystem Member for testing, development, demonstration or production purposes is subject to the conclusion of a separate Development Agreement or applicable partner agreement.

(b) any rights or benefits under the SAP PartnerEdge partner program (except for SAP PartnerEdge Open Ecosystem - Build member benefits as described in the Program Guide) except as otherwise specified in the Open Ecosystem Program Guide.

2.3. Open Ecosystem Member may delegate the performance of the Open Ecosystem Member's duties to suitably qualified personnel of an Affiliate. Notwithstanding such delegation by the Open Ecosystem Member of its duties, Open Ecosystem Member shall remain directly liable to SAP. Under no circumstances shall the Open Ecosystem Member or its Affiliates be entitled to hold itself out to be an authorized SAP partner or having any other direct relationship to SAP.

3. ORDERS, PAYMENT AND TAXES

3.1. Orders, Fees and Payment

(a) Open Ecosystem Member will pay to SAP all applicable fees due within thirty days of date of invoice. SAP may provide invoices to an email address provided by Open Ecosystem Member. Unpaid fees will accrue interest at the maximum legal rate. Open Ecosystem Member purchase orders are for administrative convenience and not a condition of payment.

(b) If the Program Guide specifies that any annual fee is required to be paid by Open Ecosystem Member, the first invoice of such annual fee will be calculated by SAP on a pro rata basis for the year ending December 31 of the respective calendar year. Subsequent annual fee will be calculated from 1st January to 31 December and is payable annually in advance.

(c) If Open Ecosystem Member fails to make its payment on the due date, SAP may suspend Open Ecosystem Member's rights under the Agreement, including without limitation, the right to use Software or Cloud Service by Open Ecosystem Member under a Development Agreement separately signed between SAP and Open Ecosystem Member, until payment is made.

3.2. Taxes

Open Ecosystem Member and SAP will comply with all applicable tax laws and regulations. All amounts payable by Open Ecosystem Member to SAP do not include, service, use, property, excise, service, customs duties, value added or similar transaction taxes ("Tax(es)") now or hereafter levied. Open Ecosystem Member will bear such taxes with the exception of income or corporation taxes attributable to SAP. If Open Ecosystem Member is required to withhold income or corporation tax or a similar tax from any payment to SAP under this Agreement, Open Ecosystem Member will be entitled to withhold or deduct such tax from the gross amount to

be paid. However, Open Ecosystem Member will reduce any such withholding tax payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Open Ecosystem Member 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 Open Ecosystem Member fail to furnish SAP such receipt within a reasonable period, Open Ecosystem Member will be liable to pay SAP the amount so deducted upon demand.

4. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

4.1. SAP Ownership

SAP, SAP SE, their Affiliates, or licensors own all Intellectual Property Rights in and related to the SAP Products, 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 Open Ecosystem Member are reserved by SAP, SAP SE, their Affiliates and licensors. Open Ecosystem Member will not remove, delete or alter any Intellectual Property Rights notices appearing on the SAP Materials.

4.2. SAP Logo; Communication; Trademarks

(a) This Agreement does not grant Open Ecosystem Member any right to use any SAP logo or Trademark.

(b) Communication of your relationship with SAP must conform to the Communication Guide.

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

4.3. Confidential Information

(a) Use of Confidential Information

(i) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users 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 4.3. Open Ecosystem Member will not disclose the Agreement or the pricing to any third party.

(ii) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 4.3.

(iii) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

(b) Exceptions. The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

(iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,

(v) is generally available to the public without breach of the Agreement by the receiving party,

(vi) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or

(vii) the disclosing party agrees in writing is free of confidentiality restrictions.

(c) Publicity. Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Open Ecosystem Member agrees that SAP may use Open Ecosystem Member'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). Open Ecosystem Member agrees that SAP may share

information of Open Ecosystem Member with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Open Ecosystem Member employee contact information with SAP SE and its Affiliates.

(d) Feedback. Open Ecosystem Member may participate in evaluations or discussions (collectively, "Discussions") with SAP where Open Ecosystem Member may provide suggestions or input regarding SAP's business or technology (collectively "Feedback"). Open Ecosystem Member grants to SAP and its Affiliates a non-exclusive, perpetual, irrevocable, worldwide, non-transferable (except to SAP Affiliates), royalty-free license, with the right to sublicense, use, publish, modify, and otherwise benefit from Feedback in any manner.

4.4. 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.

5. TERM AND TERMINATION

5.1. Term

The Agreement commences from the effective date and remains in full force and effect for a period of 24 months ("Term"). Upon reaching the Term, the Agreement shall expire without the need for written notice, unless otherwise agreed in writing by both parties. Reapplying for the Build Open Ecosystem Model is not allowed within 12 months after the expiration of the Agreement.

If Open Ecosystem Member submits the application form to SAP to join the SAP PartnerEdge Build program prior to the expiration of the Agreement, SAP shall grant Open Ecosystem Member a three-months' extension beyond the Term of the Agreement to facilitate the preparation and execution of the SAP PartnerEdge Build agreement.

5.2. Termination

A party may terminate the Agreement:

(a) upon thirty days written notice of the other party's material breach of the SAP Build Open Ecosystem GTC, unless the breach is cured during such thirty-day period; or

(b) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 4.3 or 10.5.

(c) Either Party may terminate the Agreement for convenience with written notice three months prior to the end of the initial term or the then current renewal term.

(d) Upon Open Ecosystem Member joining any SAP PartnerEdge Build partner program (other than the SAP Build Open Ecosystem program) by executing the applicable SAP PartnerEdge Build agreements ("PartnerEdge Build Agreements"), Open Ecosystem Member agrees that its SAP Build Open Ecosystem membership, as well as this SAP Build Open Ecosystem GTC, and any documents incorporated by reference therein will be terminated automatically upon the effective date of the PartnerEdge Build Agreements.

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

5.3. Effect of Expiration or Termination

Upon termination of the Agreement:

(a) Open Ecosystem Member's right to (i) use SAP Materials and all Confidential Information, (ii) receive any benefits under the Agreement, or (iii) identify itself as an SAP Build Open Ecosystem member will end;

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

(c) The parties agree that communications to any third party and any publications/press releases regarding such termination will be mutually agreed upon, in writing, prior to distribution; and

5.4. Survival

Sections 1, 4.1, 4.3, 5.1 - 5.4, 8.1 and 9-11 will survive the expiration or termination of the Agreement.

6. IMPORT AND EXPORT CONTROLS

6.1. Export Compliance

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

(b) Export Assistance. Open Ecosystem Member will support SAP in obtaining any required export and import authorization and/or approval by providing such information as requested by SAP. The availability of the Cloud Materials may require prior export and/or import authorizations and this process may delay or prevent the delivery of Cloud Materials.

7. MEMBER'S COMPLIANCE OBLIGATIONS

7.1. Compliance Obligations.

Open Ecosystem Member 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. Open Ecosystem Member will comply with SAP's Partner Code of Conduct, or its own code of conduct if comparable standards are established. Open Ecosystem Member 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.

7.2. Prohibited Parties

In exercising rights and obligations under this Agreement, Open Ecosystem Member and anyone acting on Open Ecosystem Member's behalf will 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:

(a) Employees, consultants, or representatives of the customer or prospective customer,

(b) Government officials or employees,

(c) Political party officials or candidates,

(d) Officers or employees of any public international organization,

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

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.

7.3. Delegation

Open Ecosystem Member will only have rights to delegate its obligations under this Agreement to subcontractors if expressly permitted under this Agreement. Open Ecosystem Member will require all subcontractors to agree in writing to terms substantially similar to this Section 7. Open Ecosystem Member must obtain SAP'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 SAP under this Agreement, except pursuant to Open Ecosystem Member's standard partner programs.

7.4. Information

Open Ecosystem Member will not obtain on SAP´s behalf or provide to SAP 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.

8. WARRANTIES AND DISCLAIMER

8.1. 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.

9. LIMITATION OF LIABILITY

9.1. Unlimited Liability

Neither party will exclude or limit its liability for damages resulting from:

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

(b) any failure by Open Ecosystem Member to pay any fees due under the Agreement;

(c) fraud or fraudulent misrepresentation;

(d) 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

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

9.2. Liability Cap

(a) Subject to Sections 9.1 and 9.3, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of the Agreement), the maximum aggregate liability of either party (or its parent, respective Affiliates or subcontractors) to the other or any other person or entity for all events (or series of connected events) arising out of the Agreement will not exceed the annual Program Fee paid by Open Ecosystem Member to SAP for one calendar year.

9.3. Exclusion of Damages

Subject to Section 9.1:

(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 or indirect; or (ii) for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, loss resulting from work stoppage or loss of revenue or anticipated savings, data loss, computer failure or malfunction, whether any such loss or damage is direct or indirect and even if advised of the possibility of such damages, and

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

9.4. Risk Allocation

The Agreement allocates the risks between SAP and Open Ecosystem Member. The fees payable under this Agreement reflect this allocation of risk and limitations of liability. It is expressly understood and agreed that each provision of this 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.

10. MISCELLANEOUS

10.1. 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.

10.2. 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.

10.3. Electronic Signature

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

10.4. Notices. Electronic Communication. Any notice or other communication sent to SAP must be made in writing. Such notice or communication may be made by mail, email or other electronic means. SAP may satisfy its obligation under the Build Open Ecosystem GTC to deliver any information to the Open Ecosystem Member by posting this information on the SAP electronic partner-dedicated website (e.g. the SAP PartnerEdge Portal). SAP will supply the Open Ecosystem Member with the address of and any relevant password for the partner-dedicated website.

10.5. Assignment

Without SAP's prior written consent, Open Ecosystem Member may not assign or transfer the Agreement (or any of its rights or obligations) to any party. A Change of Control of Open Ecosystem Member will be deemed an assignment of this Agreement. Open Ecosystem Member 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.

10.6. Subcontracting

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

10.7. 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

10.8. 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.

10.9. Entire Agreement

This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Open Ecosystem Member in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are superseded by the Agreement. Each party acknowledges that in entering into the Agreement it has not relied on any representation, discussion or other writings except those expressly set out in the Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion or other writings. The Agreement may be modified solely in writing signed by both parties, except as expressly permitted under this Build Open Ecosystem GTC. This Agreement will prevail over terms and conditions of any Open Ecosystem Member-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

10.10. Non-Exclusivity

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

10.11. Governing Law

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

10.12. Priority of Agreements

The following descending order of precedence will apply, in the event of any conflict or inconsistency between parts of the Agreement: (a) the Build Open Ecosystem GTC; (c) the Open Ecosystem Program Guide; and (d) the Open Ecosystem Communication Guide.

11. CHANGES TO TERMS

11.1. Terms

SAP reserves the right to change any or all parts of this Agreement (in particular by replacing parts of it with an updated version), including, without limitation, this Build Open Ecosystem GTC, Program Guide, Communication Guide, and any other guide applicable to the Agreement as may be reasonably required and consistent with SAP's practices.

11.2. For any changes to any parts of the Agreement permitted under Section 11.1, SAP will give the Open Ecosystem Member at least three months prior notice in writing and in such format as permitted under Section 10.4.

11.3. Unless otherwise stated in the notice, the notice will become effective after three months ("Change Period"). If the justified interests of the Open Ecosystem Member are negatively affected by any of these changes, the Open Ecosystem Member is entitled to terminate the affected part of this Agreement with effect to the expiration of the applicable Change Period. If the Open Ecosystem Member does not terminate within the applicable Change Period, the changes are deemed to be accepted by the Open Ecosystem Member.

11.4. Any change that SAP reasonably believes to be beneficial to Open Ecosystem Member 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 Open Ecosystem Member believe a change not to be beneficial, Open Ecosystem Member must notify SAP in writing within five days of receipt of such notice that Open Ecosystem Member does not agree with SAP's assumption and state the reasons why the change would not be beneficial to Open Ecosystem Member. In such case, Section 11.3 applies.

Glossary

1.1 **"**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.

1.2 "Agreement" means the Build Open Ecosystem GTC and documents incorporated into the Build Open Ecosystem GTC.

1.3 "Build Open Ecosystem" refers to the SAP PartnerEdge open ecosystem, build specialization.

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

1.5 "Cloud Service" means any distinct, subscription-based, hosted, supported and operated on-demand solution generally made available by SAP to its customers or partners.

1.6 "Communication Guide" means the SAP PartnerEdge Open Ecosystem: Font Treatment and Communication Guidelines which is published on SAP's partner-dedicated website

1.7 "Confidential **Information"** means:

(a) with respect to Open Ecosystem Member: (i) the Open Ecosystem Member product, (ii) Open Ecosystem Member marketing and business requirements, (iii) Open Ecosystem Member implementation plans, and/or (iv) Open Ecosystem Member financial information, and

(b) with respect to SAP: (i) the SAP Product, Documentation, and SAP Materials, and (ii) information regarding SAP research and development, product offerings, pricing and availability.

(c) With respect to both Parties: Confidential Information of either SAP or Open Ecosystem Member also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives 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.

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

1.9 "Development Agreement" means an SAP test, demonstration and/or development agreement that provides for the terms and conditions of test, demonstration and/or development use of Software or Cloud Service.

1.10 "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.

1.11 "Program Guide" means the SAP PartnerEdge Program Guide for Members of the Open Ecosystem which is published on SAP's partner-dedicated website.

1.12 "Program Requirements" means the Open Ecosystem Member has to fulfill the program requirements described in the Program Guide.

1.13 "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.

1.14 "SAP" means SAP Ireland Limited (registered number 367746).

1.15 "SAP Materials" means any materials, software and APIs provided or developed by SAP (independently or with Open Ecosystem Member's cooperation) prior to or in the course of performance under the Agreement and any information, materials or feedback provided by Open Ecosystem Member to SAP relating to the Software, Documentation or Cloud Service. SAP Materials do not include any Open Ecosystem Member Confidential Information.

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

1.17 "SAP Products" means Software, Documentation, SAP Materials, Cloud Service and/or SAP Support.

1.18 "Software" means any software products developed by or for SAP, SAP SE and/or any of their affiliated companies and made generally available to its customers and partners.

1.19 "Territory" is all the countries in the world, subject to Section 6 of this SAP Build Open Ecosystem GTC and such other excluded country as set forth in the Program Guide (Import and Export Control).

1.20 "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.