SAP CLOUD BPO GENERAL TERMS AND CONDITIONS ("Cloud BPO GTCs")

1. DEFINITIONS

Capitalized terms are defined in the Glossary.

2. USAGE RIGHTS AND RESTRICTIONS

2.1. GRANT OF RIGHTS

(a) Provider Use Rights for Cloud Service

SAP grants to Provider a nonexclusive, nontransferable right to use the SAP Cloud Service (including its implementation and configuration), Cloud Materials and Documentation in the Territory solely to: (i) develop an integration between the SAP Cloud Service and Provider Service; (ii) demonstrate the BPO Services to potential Customers subject to the terms & conditions described in the Initial Order Form; and (iii) provide support of the combined SAP Cloud Service and Provider Services to Customers. Permitted uses and restrictions of the SAP Cloud Service also apply to Cloud Materials and Documentation.

(b) Cloud Service Subscription

SAP grants to Provider, a non-exclusive, non-transferable, right in the Territory to use the SAP Cloud Service solely for Customers and their Affiliates' internal business operations in conjunction with the provision of BPO Services. Provider will provide the SAP Cloud Service to Customers only in accordance with this Agreement, including, without limitation, the restrictions listed in Section 2.2, the Minimum Terms in Section 3.1 and the Order Form.

(c) License to SAP

Provider grants SAP a worldwide, royalty free, non-exclusive license to (i) use, copy, reproduce, transmit, adapt, modify, translate, publish, publicly perform, publicly display, distribute and access the Provider Platform Application and associated Data; and (ii) access, use, copy, reproduce, transmit, display, and distribute Data and Provider provided marks logos, in each case, solely for purposes of exercising SAP's rights and obligations under the Agreement.

(d) Provider Affiliates

SAP grants to Provider a non-exclusive, non-transferable right to authorize Provider's Affiliates to market and resell subscriptions to the Cloud Service to Customers as part of the BPO Services. Provider will ensure that any Affiliates it authorizes to resell subscriptions to the Cloud Service does so only in compliance with, and pursuant to written terms no less protective of SAP than the terms of this Agreement. Provider shall be liable to SAP for any breach of the terms of such agreement with the Provider Affiliates to the same extent as Provider would be liable to SAP under this Agreement for such a breach by Provider. No entities other than Provider Affiliates may be used for marketing or reselling the BPO Services without SAP´s express written consent.

2.2. BPO Services

Provider may use the SAP Cloud Service only for provision of the BPO Services as follows.

(a) Restricted License

The SAP Cloud Service may only be used (i) to process data for the purpose of providing the BPO Services and (ii) to access data created by the Provider Service or data processed by the Provider Service that is necessary to enable the functionalities of the Provider Service (referred to as a "Restricted License").

(b) Database Restriction

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

2.3 Authorized Users

Provider may permit Authorized Users to use the SAP Cloud Service solely for Customer's and its Affiliates' internal business operations in conjunction with the (prerequisites and limitations defined in the) BPO Services. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the SAP Cloud Service.

2.4 Acceptable Use Policy

With respect to the Cloud Service, Cloud Materials and Documentation, Provider will not: (a) disassemble, decompile, reverse-engineer, modify, copy, translate or make derivative works, (b) transmit any content or data that is unlawful or infringes any Intellectual Property Rights, (c) circumvent or endanger its operation or security, (d) access the Cloud Service for the purpose of building a competitive product or service or copying its features or user interface; or (e) make any use of the Cloud Service that violates any applicable local, state, national, international or foreign law or regulation.

2.5 Suspension of Cloud Service

SAP may suspend use of the SAP Cloud Service if, in SAP´s sole discretion, continued use may result in material harm to the SAP Cloud Service or its users. SAP will promptly notify Provider of the suspension. SAP will limit the suspension in time and scope as reasonably possible under the circumstances.

2.6 Web Services

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

2.7 Mobile Access to Cloud Service

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Google Play or Apple app store. The use of mobile applications is not by the terms of the Agreement, but may be governed by terms and conditions presented upon download/access to the mobile application.

3. GENERAL OBLIGATIONS OF AND LIMITATIONS TO PARTNER

3.1. MINIMUM TERMS

Provider will contract with its Customers directly for the BPO Services. Provider will secure the Customer's consent to a Customer Agreement with terms that are not materially less protective of SAP than the Agreement including without limitation the terms required under this Section 3.1 and Section 2.2 of this Cloud BPO GTCs, and the Supplemental Terms (collectively, "Minimum Terms"). The Customer Agreement will grant SAP and its Affiliates and subcontractors a non-exclusive right to process Data solely to provide the Cloud Service. SAP shall be named as a third-party beneficiary to each Customer Agreement. Provider will not make any representations or warranties regarding the functionality or performance of the SAP Cloud Service that are in conflict with the Agreement.

3.2. ENFORCEMENT OF RIGHTS

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

3.3. INDEPENDENT PRICING

Pricing, billing and all other terms and conditions relating to the BPO Services shall be solely between Customers and Provider. For clarity, pricing for the SAP Cloud Service may not be itemized separately from the BPO Services, unless otherwise agreed to in writing by SAP in advance.

3.4. ACCEPTABLE USAGE RIGHTS

With respect to the SAP Cloud Service, Cloud Materials and Documentation, Provider will not: (a) disassemble, decompile, reverse-engineer, modify, copy, translate or make derivative works, (b) transmit any content or data that is unlawful or infringes any intellectual property rights, (c) circumvent or endanger its operation or security; or (d) make any use of the SAP Cloud Service that violates any applicable local, state, national, international or foreign law or regulation.

3.5. PLATFORM CLOUD SERVICE

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

(b) Provider will not license, resell, rent, lease or otherwise provide any access to, or benefits of, the Platform Cloud Service to Customer or other third parties, except in connection with the provision of Partner Platform Application to Customers. Use of the Platform Cloud Service is limited to

communications and data exchange between the Partner Platform Application and the Platform Cloud Service via officially supported Platform Cloud Service interfaces. Notwithstanding anything in the Supplemental Terms to the contrary, Provider will not grant any rights for Customers to create Platform Applications for use with the Platform Cloud Service.

3.6. CHINA

Provider acknowledges and accepts that the Cloud Service is provisioned at the location outside of mainland China, by non-Chinese entities, and it is solely Provider's obligation to ensure use of the BPO Services comply with Chinese laws. Provider and its Customers are solely responsible for obtaining Internet connection to the Cloud Service from within China and SAP is not providing any form of telecommunication service under the Agreement (and any representation or warranty to such effect is disclaimed).

4. MODIFICATIONS AND ANALYSES

4.1. MODIFICATIONS

(a) The Cloud Service and SAP Policies may be modified by SAP. SAP will inform Provider of modifications by email, the support portal, release notes, Documentation or the SAP Cloud Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the SAP Cloud Service, which Provider and its Customer may use subject to the then-current Supplemental Terms.

(b) If Provider establishes that a modification is not solely an enhancement and materially reduces the SAP Cloud Service, Provider may terminate its subscriptions to the affected SAP Cloud Service by providing written notice to SAP within thirty days after receipt of SAP's informational notice.

4.2. ANALYSES

SAP and its Affiliates may create analyses utilizing, in part, Data and information derived from Provider and Customer's use of the Cloud Service and Consulting Services. Analyses will anonymize and aggregate information, and will be treated as Cloud Materials. Examples of how analyses may be used include: optimizing resources and support; research and development; automated processes that enable continuous improvement, performance optimization and development of new SAP products and services; verification of security and data integrity; internal demand planning; and data products such as industry trends and developments, indices and anonymous benchmarking.

5. PRICES, FEES, PAYMENT, ORDERS AND TAXES

5.1 PRICES, FEES AND PAYMENT

(a) Pricing for the SAP Cloud Service for Provider is set forth in the relevant Order Form in the Order Form Currency.

(b) Provider will pay fees as stated in the Order Form. Provider will pay to SAP all fees due within thirty (30) days of date of invoice in the Payment Currency. SAP will invoice Provider quarterly in arrears (unless determined otherwise in an Order Form and/or unless Provider is notified otherwise by SAP).

(c) All fees not paid when due shall accrue interest at the lesser of 1.5% per month or the maximum rate allowed under applicable law. After prior written notice, SAP may suspend Provider's and its Customers' use of the SAP Cloud Service until payment is made.

(d) Provider cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Order Form Term, regardless of any termination, nonpayment, or other conduct of the Customer. This also applies in case SAP suspends access to the SAP Cloud Service for a particular Customer for breach of the Minimum Terms. Payments to SAP are not dependent upon completion of any implementation or other services.

5.2 FEE INCREASES

At the beginning of each Order Form Renewal Term (as defined in the Solution Exhibit), SAP may increase fees to reflect annual increases in consumer prices or costs. This increase will not exceed the greater of the percentage stated in the most recent consumer price index selected by SAP or 3.3% per annum. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding Order Form Term or date of last increase, whichever is later. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Provider elects to reduce the SAP Cloud Service, Usage Metrics or volume for any Order Form Renewal Term. Except for fee increases applied under this Section 5.2, SAP Cloud Service fees for Order Form Renewal Terms will be equal to the fees for the immediately preceding Order Form Term for the same SAP Cloud Service, Usage Metrics and volume.

5.3 ORDERS

(a) Promptly upon execution of a Customer Agreement, Provider shall execute with SAP an Order Form for each Customer and shall submit the Order Form to SAP. The Order Form must include all Ordering Information. Only complete Order Forms will be processed by SAP. Order Forms sent by Provider are non-cancellable after submission to SAP and fees are non-refundable.

(b) SAP reserves the right to reject an Order Form in its sole and reasonable discretion, if Provider is in violation of this Agreement, or SAP reasonably believes that SAP´s intellectual property rights may not be respected by the Customer.

(c) Provider may order additional Usage Metrics during the term of a SAP Cloud Service subscription by executing an addendum or additional Order Form, as applicable, which shall then become an integral part of the original Order Form. The term of each addendum or additional Order Form shall be coterminous with the then-current Order Form Term of the original Order Form, and all subscription fees shall be prorated accordingly. The first Order Form for a Customer and each addendum or additional Order Form shall have the same Order Form Renewal Term.

(d) Provider acknowledges that a minimum Order Form Term of three (3) years is mandatory, unless agreed otherwise by Provider and SAP. Unless otherwise stated in the Supplemental Terms, any renewals and extensions for a specific Order Form will automatically renew for terms equal in length to the immediately preceding Order Form Term (if such term is thirty-six (36) months or less) or for one (1) year (if such term is longer than thirty-six (36) months) (**"Order Form Renewal Term"**). Order Forms renew automatically, unless Provider notifies SAP of its intention not to renew an Order Form at least one (1) month in advance of the expiration of the current Order Form Term, or SAP notifies Provider of its intention not to renew at least six (6) months prior to the expiration of the current Order Form Term.

5.4 TAXES

Provider and SAP will comply with all applicable tax laws and regulations. All amounts payable by Provider to Licensor do not include, service, use, property, excise, service, customs duties, value added or similar transaction taxes ("Tax(es)") now or hereafter levied. Provider will bear such taxes with the exception of income or corporation taxes attributable to SAP. If Provider is required to withhold income or corporation tax or a similar tax from any payment to SAP under this Agreement, Provider will be entitled to withhold or deduct such tax from the gross amount to be paid. However, Provider will reduce any such withholding tax payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Provider 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 Provider fail to furnish SAP such receipt within a reasonable period, Provider will be liable to pay SAP the amount so deducted upon demand.

6 VERIFICATION OF USE, AUDIT

6.1 During the term of this Agreement and for three (3) years thereafter, Provider will monitor Provider and Customer's use and subscription of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement. SAP may audit, at SAP's expense, the records of Provider and any other entities or persons acting on its behalf relating to Provider's activities and compliance under the Agreement. Provider will pay applicable fees for any usage in excess of the Usage Metrics based on applicable pricing in the Order Form, plus the cost of audit. Fees accrue from the date the excess use began.

6.2 SAP shall have the right to audit the activities and records of the Provider and its employees, associates, agents, subcontractors or any other person acting on its behalf. In particular, in the event SAP has reason to believe that a breach of any of the representations and warranties made by the Provider under this agreement has occurred or may occur, SAP shall have the right perform an audit of the activities and records of the Provider or any of its employees or associates in order to satisfy itself that no such breach has occurred. Upon the Provider's written request, SAP shall select an independent third party to conduct such audit. The Provider shall, and shall cause its employees and associates to fully cooperate in any audit conducted by or on behalf of SAP.

7 SUPPORT

Support for the SAP Cloud Service will be provided by SAP to Provider as described in the SAP Cloud BPO Support Schedule and the Agreement. Provider shall provide support to Customers for the SAP Cloud Service.

8 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

8.1 SAP OWNERSHIP

SAP, SAP SE and its Affiliates or their licensors own all intellectual property rights in and related to the SAP Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them conceived or created by SAP, SAP SE and its Affiliates (collectively, **"SAP IP"**). All rights to the SAP IP not expressly granted to Provider are reserved by SAP, SAP SE and its Affiliates or their respective licensors.

8.2 PROVIDER OWNERSHIP

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

8.3 NON-ASSERTION OF RIGHTS

Provider covenants, on behalf of itself and its successors and assigns, not to assert against SAP, SAP SE or its Affiliates, or their licensors, any rights, or any claims of any rights, in any SAP Cloud Service, Cloud Materials, Documentation or Consulting Services.

8.4 TRADEMARKS; LOGOS

(a) SAP grants to Provider a revocable, nonexclusive, non-sublicensable, non-transferable license to use the SAP partner logo ("SAP Provider Logo"), if and as set forth in the SAP Provider Branding and Communication Guidelines ("Guidelines"). No other license to any other Trademark is provided by SAP under this Agreement. Upon SAP's request, Provider will provide sample uses of the SAP Provider Logo.

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

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

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

8.5 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 Section 8.5. Provider 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 Section 8.5.

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:

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

ii) is generally available to the public without breach of the Agreement by the receiving party,
iii) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
iv) 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 Provider agrees that SAP may use Provider's name in customer or partner listings 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). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with Provider's business. Provider agrees that SAP may share information on Provider with its SAP SE and its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Provider employee contact information with SAP.

(d) Feedback

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

8.6 INDEPENDENT DEVELOPMENT

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

9 THIRD PARTY CLAIMS

9.1 CLAIMS BROUGHT AGAINST PROVIDER

(a) SAP will defend Provider and its Affiliates against claims brought by a third party owner of intellectual property alleging that Provider´s use of the SAP Cloud Service in the Territory in accordance with the Agreement infringes or misappropriates a patent claim, copyright, or trade secret right. SAP will indemnify Provider against all damages finally awarded against Provider (or the amount of any settlement SAP enters into) with respect to these claims.

(b) SAP's obligations under Section 9.1 will not apply if the claim results from (i) Provider's breach of this Agreement, (ii) use of the SAP Cloud Service in conjunction with any product or service not provided by SAP, or (iii) use of the Cloud Service provided for no fee.

(c) In the event a claim is made or likely to be made, SAP may (i) procure for Provider the right to continue using the SAP Cloud Service under the terms of the Agreement, or (ii) replace or modify the SAP Cloud Service to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Provider may terminate Provider's subscription to the affected SAP Cloud Service upon written notice to the other.

9.2 CLAIMS BROUGHT AGAINST SAP

Provider will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party arising from or in any way related to the items set forth in Sections 9.2(a) through (f). Provider will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

(a) the Data;

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

(c) Provider or its Affiliates' breach of Sections 2.1(d), 3.1, 11 through 13 of these Cloud BPO GTCs;

(d) action in excess of Provider's authority hereunder;

(e) any agreement between Provider and its Customers or any other third parties, and

(f) a claim that the BPO Services infringe, misappropriate or violate any patent, copyright or trademark of any third party or Provider's combining (or its authorizing others to combine) the Cloud Service with any products or service not provided by SAP.

9.3 THIRD PARTY CLAIM PROCEDURE

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

(b) The party that is obligated to defend a claim will have the right to fully control the defense.

(c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

9.4 EXCLUSIVE REMEDY

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

10 TERM AND TERMINATION

10.1 TERM

This Agreement begins on the Effective Date of the Cloud BPO Agreement and shall continue for a term as described in the Cloud BPO Agreement, unless otherwise earlier terminated as set forth herein.

10.2 TERMINATION

A party may terminate the Agreement:

(a) upon thirty days written notice of the other party's material breach of the Agreement, Order Form, unless the breach is cured during such thirty day period;

(b) as permitted under Section 4.1(b), 9.1(c), 14.3(b) or 14.4(c) (with termination effective thirty days after receipt of notice in each of these cases), or

(c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 8.5 or 16.5.

10.3 WIND-DOWN

If this Agreement is terminated other than due to a termination by SAP under Section 10.2, those Order Forms that were still valid at the point in time of this Agreement is terminated will, not automatically terminate but will remain in place and SAP will grant Provider a wind-down period until the expiration of the then current Order Form Term but such wind-down period shall not exceed 3 years from the expiration date of the Agreement (**"Wind-Down Period"**). During the Wind-Down Period, the Agreement will continue except as set out below:

(a) The Order Form Term will not automatically extend if the renewal term for such Order Form would commence after the termination date of the Agreement; and

(b) Provider may order an increase to a usage metric as set out in this Agreement for those Order Forms that were still valid at the point in time this Agreement was terminated but may not execute any new Order Form for Cloud Services for a new Customer. Notwithstanding the foregoing, SAP may designate that the subscription for any Cloud Service supplied to SAP by a third party may not renew during the Wind-Down Period.

10.4 REFUNDS AND PAYMENTS

For termination by Provider under Sections 9.1(c) or 10.2, Provider will be entitled to:

(a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and

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

10.5 TERMINATION FOR BREACH

If the Agreement is terminated due to Provider's breach, then SAP may elect for the Agreement to continue as described in Section 10.3 above or may terminate the Agreement (including all Order Form(s) issued hereunder) or just the applicable Order Form and approach the Customer directly about commencing a direct relationship solely for the Cloud Service with SAP or transfer the relationship to another SAP partner. Termination of the Agreement or any Order Form shall not relieve Provider of its outstanding payment obligations.

10.6 EFFECT OF EXPIRATION OR TERMINATION

Upon termination of the Agreement or, if applicable, after the expiration of the Wind-down Period,

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

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

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

10.7 SURVIVAL

Sections 1, 5, 6, 8.1- 8.3, 8.5-8.6, 9, 10.5-10.7, 11, 12, 15 and 16 will survive the expiration or termination of the Agreement.

11 IMPORT AND EXPORT CONTROLS

(a) SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany ("Export Regulations"). Provider 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. Provider will take all precautions to ensure that any permitted distributor, reseller and Customer complies with the Export Regulations.

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

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

12. PROVIDER'S COMPLIANCE OBLIGATIONS

12.1 COMPLIANCE OBLIGATIONS

Provider 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. Provider will comply with SAP's Provider Code of Conduct, or its own code of conduct if comparable standards are established. Provider confirms that it is not listed by any government agency as debarred, suspended, or proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

12.2 PROHIBITED PARTIES

In exercising rights and obligations under this Agreement, Provider and anyone acting on Provider'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, End User or prospective Customer, End User,

(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.

12.3 DELEGATION

Provider will only have rights to delegate its obligations under this Agreement to subcontractors if expressly permitted under this Agreement. Provider will require all subcontractors to agree in writing to terms substantially similar to this Section 12. Provider 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 Provider's standard partner programs.

12.4 INFORMATION

Provider will not obtain on SAP´s behalf or provide to SAP, SAP SE 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.

13 DATA PROTECTION; ACCESS TO DATA

13.1 DATA PROTECTION

Provider will, and will ensure that its Customers, collect and maintain all personal data contained in the Data in compliance with applicable data privacy and protection laws. Provider will enter into appropriate data protection agreements with its Customers as required by applicable data protection laws. Provider will, and will require that its Customers, maintain reasonable security standards for its Authorized Users' use of the Cloud Service.

13.2 ACCESS TO DATA

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

(b) Before the Order Form Term expires, Provider and Customer may use SAP's self-service export tools (as available) to perform a final export of Data from the SAP Cloud Service.

(c) At the end of the Order Form Term, SAP will delete the Data remaining on servers hosting the SAP Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

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

14 WARRANTIES AND DISCLAIMER

14.1 COMPLIANCE WITH LAW

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

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

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

14.2 GOOD INDUSTRY PRACTICES

SAP warrants that it will provide the SAP Cloud Service:

(a) in substantial conformance with the Documentation; and

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

14.3 REMEDY

Provider's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 14.2 will be:

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

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

14.4 SYSTEM AVAILABILITY

(a) SAP warrants to maintain an average monthly system availability for the production system of the SAP Cloud Service as defined in the applicable SLA or Supplemental Terms.

(b) Provider's sole and exclusive remedy for SAP's breach of the SLA or Supplemental Term according section (a) above is the issuance of a credit in the amount described in the SLA or Supplemental Terms. Provider will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Provider may apply the credit to a future invoice for the SAP Cloud Service or request a refund for the amount of the credit if no future invoice is due. Service credits are in addition to other contractual remedies, but any credits paid will be offset against any damages awarded.

(c) In the event SAP fails to meet the SLA or Supplemental Terms according section (a) above (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a

system availability level of least 95% for one calendar month, Provider may terminate its subscriptions for the affected SAP Cloud Service by providing SAP with written notice within thirty days after the failure.

14.5 WARRANTY EXCLUSIONS

The warranties in Sections 14.2 and 14.4 will not apply if:

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

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

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

14.6 DISCLAIMER

Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Provider agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any SAP Cloud Service.

14.7 PROVIDER REPRESENTATION

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

15 LIMITATION OF LIABILITY

15.1 UNLIMITED LIABILITY

The limitation of liability set forth in Section 15.2 will exclude or limit its liability for damages resulting from:

(a) unauthorized use or disclosure of Confidential Information,

(b) breach or violation of SAP and its Affiliates' intellectual property rights,

(c) each party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,

(d) Provider's obligations under Section 9.2 of this CLOUD BPO GTCs,

(e) death or bodily injury arising from either party's gross negligence or willful misconduct,

(f) any failure by Provider to pay any fees due under the Agreement;

(g) Provider's breach of the Customer and Provider Affiliates´ licensing requirements set forth in this Agreement, including the Minimum Terms; and

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

15.2 LIABILITY CAP

Subject to Sections 15.1 and 15.3, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription or prepayment fees paid for the applicable SAP Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Order Form Term start date or any of its yearly anniversaries.

15.3 EXCLUSION OF DAMAGES

Subject to Section 15.1:

(a) neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and

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

15.4 RISK ALLOCATION

The Agreement allocates the risks between SAP and Provider. The fees for the SAP Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

16 MISCELLANEOUS

16.1 SEVERABILITY

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

16.2 AMENDMENTS; WAIVERS

This Agreement may not be modified or any term or condition waived, including these terms, except in a writing signed by a duly authorized representative of each party. A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

16.3 ELECTRONIC SIGNATURE

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

16.4 NOTICES.

All notices will be in writing and given when delivered to the address set forth in the Cloud BPO Agreement with copy to the legal department. Notices by SAP relating to the operation or support of the Cloud Service and those under Sections 4.1 and 5.1 may be in the form of an electronic notice to Provider's authorized representative or administrator identified in the Order Form.

16.5 ASSIGNMENT

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

16.6 SUBCONTRACTING

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

16.7 RELATIONSHIP OF THE PARTIES

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

16.8 FORCE MAJEURE

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

16.9 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Provider 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 merged in, and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 4.1. An Agreement will prevail over terms and conditions of any Provider-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

16.10 NON-EXCLUSIVITY

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

16.11 GOVERNING LAW

This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of the Chile without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act as enacted shall not apply.

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 or controls or is under common control with that legal entity. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. Any such company will be considered an Affiliate as long as that interest or control is maintained.

1.2 **"Allocation"** means specifying each Price List Item of the subscribed SAP Cloud Service under a single Order Form that Provider allocates to a single Customer. For the avoidance of doubt, once allocated to a specific Customer the provision of the subscribed SAP Cloud Service for each Price List Item of the Order Form is limited to this specific Customer. The Allocation cannot be changed during the Term of that Order Form. For the avoidance of doubt, all subscribed SAP Cloud Service is allocated to the Customer and none to the Provider, with the exception of the Initial Order Form. Authorized Users required by the Provider to operate the subscribed Cloud Service for the Customer are part of the Allocation to Customer, whereas the usage by Provider is on behalf of the Customer, with the exception of the Initial Order Form.

1.3 **"Annual Contract Value"** or **"ACV"** means the net subscription fee for one (1) year as defined in the Order Form for a specific Customer.

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

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

- **(a)** Provider using the Cloud Service on behalf of a Customer for provision of BPO Services as permitted in this Agreement.
- **(b)** Customer
- **(c)** Provider or Customer's Affiliates, and/or
- **(d)** Customer's or Customer's Affiliates' Business Partners.

1.6 **"BPO Services"** means Provider's business process outsourcing services described in the applicable Solution Exhibit, whereby Provider assumes responsibility for Customers' business processes.

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

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

1.9 **"Cloud BPO Support"** means the then-current technical support services SAP provides to Provider for the SAP Cloud Services as described in the Cloud BPO Schedule.

1.10 **"Cloud Materials"** means any materials provided or developed by SAP (independently or with Provider's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Provider or its Customers. Cloud Materials do not include any Customer Data, Provider Confidential Information, or the SAP Cloud Service.

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

1.12 **"Confidential Information"** means:

- **(a)** with respect to Provider: (i) the BPO Services, (ii) Provider marketing and business requirements, (iii) Provider implementation plans, and/or (iv) Provider financial information, and
- **(b)** with respect to SAP: (i) the SAP Cloud Service, Documentation, Cloud Materials, and the analysis referenced under Section 4.2, and (ii) information regarding SAP research and development, product offerings, pricing and availability.

(c) Confidential Information of either SAP or Provider 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.

1.13 **"Contract Year"** means any twelve month period following (i) the effective date of this PMC BPO Cloud Agreement, or an Order Form, whatever relates to, in case of the first Contract Year or (ii) any anniversary of such effective date in case of any subsequent Contract Year.

1.14 **"Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by SAP's employees or subcontractors as described in any Order Form and which are governed by the Supplemental Terms for Consulting Services or similar agreement.

1.15 **"Customer"** means Provider's or a Provider Affiliate´s customer that is licensing or using the BPO Services only for its own internal business purposes that has signed a Customer Agreement. A Customer may not be the Provider or its Affiliates.

1.16 **"Customer Agreement"** means a written agreement entered into between Provider and any Customer pursuant to which a Customer orders BPO Services from Provider.

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

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

1.19 **"DPA"** means SAP's then-current Data Processing Agreement for SAP Cloud Service incorporated in an Order Form.

1.20 **"Initial Order From"** means the first and mandatory Order Form that is signed as outlined in the Solution Exhibit. The Initial Order Form is allocated to the Provider and not to a Customer.

1.21 **"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.

1.22 **"Logo"** means the SAP Partner logo as detailed in the SAP Partner Logo Usage Guidelines.

1.23 **"Order Form"** means any order form that references this Agreement and mutually executed by SAP and Provider. The Order Form shall include information regarding the Provider´s Customer, the specified SAP Cloud Services, the Territory, the Support terms, the pricing for the SAP Cloud Services and price related terms, and other terms and conditions for the provision or purchase of the SAP Cloud Service that the parties agree to include in the Order Form. The then current Order Form template will be made available by SAP either directly or via a Weblink.

1.24 **"Order Form Currency**" means the currency in which all calculations shall be made on an Initial Order Form or Order Form unless stipulated otherwise herein. The Order Form Currency is determined as the currency being applied in SAP Cloud pricing applicable to the country of residence of the Customer as defined in the Order Form (if not otherwise agreed therein) and may differ from the Payment Currency.

1.25 **"Order Form Effective Date"** means the date on which an Order Form comes into effect as indicated in that Order Form.

1.26 **"Order Form Term**" means the duration of an Order Form.

1.27 **"Ordering Information"** means (i) a reference to this Agreement; (ii) the Customer's name; (iii) the SAP Cloud Service for which Provider is ordering subscriptions for a specific Customer and the total number of Authorized Users (or other usage metric stated in the Order Form) for each product; (iv) the subscription fees due for the SAP Cloud Services and the length of the subscription term; the (v) Provider billing contact information and such other information as set forth in the form of the Order Form.

1.28 **"Payment Currency"** is the currency in which SAP will invoice Provider as defined in the Order Form.

1.29 **"Platform Cloud Service"** has the meaning defined in the Supplemental Terms.

1.30 **"Price List Item**" means those SAP Cloud Services that are identified in the Solution Exhibit of this Agreement. The Parties may include additional Price List Items by written agreement.

1.31 **"Provider Platform Application"** means an application or a set of related functionality deployed on a Platform Cloud Service, created by Provider using the Tools to run on or with the Platform Cloud Service for access by End Users.

1.32 **"Provider Service"** shall mean a Provider's hosted online services (if any) as described in the Solution Exhibit which is provided by Provider to Customers located in the Territory through remote access via the Internet as part of the BPO Service. A Provider Platform Application shall be considered a Provider Service.

1.33 **"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.

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

1.35 **"Territory"** means the country or countries, as the case may be, as defined in the Solution Exhibit, subject to Section 11 of these SAP Cloud BPO GTCs (Import and Export Control).

1.36 **"Tools**" has the meaning as defined in the Supplemental Terms.

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

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